



# Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	

<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

<b>BRIEFING SESSION</b>	Y		N		<b>SESSION COMPULSORY</b>	Y		N	
					<b>SESSION HIGHLY RECOMMENDED</b>	Y		N	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>	
<b>COMPULSORY SITE INSPECTION</b>	Y		N		<b>DATE</b>			<b>TIME</b>	
<b>INSPECTION ADDRESS</b>									

<b>TERM AGREEMENT CALLED FOR?</b>	Y		N		<b>TERM DURATION</b>	
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<b>CLOSING DATE</b>		<b>CLOSING TIME</b>	
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<b>TENDER BOX LOCATION</b>
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

## Notes:

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

## The Tendering System

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

## Training sessions

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



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## PART A INVITATION TO BID

### SUPPLIER INFORMATION

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

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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.**

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



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

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

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

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

Name & Surname/Company: \_\_\_\_\_

Residential/Postal or Business Address: \_\_\_\_\_

Contact number (s): \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

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

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

Signed at ..... this ..... day of .....20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**RFP Point System**

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

## Point System

Points SHALL be allocated as follows:

Points for

Points for

## TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

### VALUE BASED

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





# Provincial Supply Chain Management

## Instructions to Bidders

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



# Provincial Supply Chain Management

## Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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?

<b>YES</b>		<b>NO</b>	
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- 2.3.1 If so, furnish particulars:



### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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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.


<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>Provincial Supply Chain Management</b>	
	<b>Special Conditions</b>	Page 1 of 3

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

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

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

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

## EVALUATION METHODOLOGY

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

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

### Stage 1

Criteria for Functionality	Points
<b>TOTAL</b>	

**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	
<b>TOTAL</b>	<b>100</b>

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-

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Special Conditions</b>	Page 3 of 3

## SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	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 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						





**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE GT/GDH/024/2024 FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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## ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CSD:	Central Supplier Database
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
GDoHI:	Gauteng Department of Health Institutions
PPPFA:	Preferential Procurement Policy Framework Act
PPR:	Preferential Procurement Regulation, 2022
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SARS:	South African Revenue Services
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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VAT:	Value- Added Tax
National Treasury:	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section

## 1. PURPOSE

To appoint a service provider for the supply and delivery of three division plastic containers with lid, small tubs with lid, and dual-surface polyester film suitable to prepare, process and pack cook-freeze meals for hospital patients for a period of three (3) years.

## 2. BACKGROUND

Masakhane Cook-Freeze is the only factory supplying nutritionally balanced frozen meals in containers to twenty-three (23) health care facilities in the Gauteng Province. The Cook-Freeze food processing and supply is becoming more popular with Healthcare Institutions that wish to procure food for their patients, which increases the demand for higher stock levels at Cook-Freeze. With the increase in demand for Cook-Freeze meals, it is estimated that Masakhane Cook-Freeze will be using approximately 1 500 000 three division containers, 200 000 lids, 50 000 small square tubs and 50 000 small tub lids and 300 dual-surface polyester film rolls per annum.

The current food packing process for Cook-Freeze meals is outdated. Therefore, a need to procure three division plastic containers and lid, small tubs and lid and dual surface polyester film to prepare and pack Cook-Freeze meals for Hospital clients has been identified. The potential supplier must provide newer, more hygienic, user friendly and technology advanced food-packaging materials, suitable to process, pack, store, and re-heat fully cooked meals. Containers must be able to withstand a Nitrogen freezing process of (-70°C), stored in bulk freezer rooms at -30 °C, and then transported in bulk to hospitals by the GDOH officials, re-heated at 150°C and served to patients still sustaining hygiene, nutritional value and appearance.



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

## 2.1 The Customer and Other Stakeholders

- a) Gauteng Department of Health
- b) Masakhane Cook-Freeze

## 2.2 Table 1: Masakhane Cook-Freeze entities

1. Charlotte Maxeke Johannesburg Academic Hospital	13. Zola Community Health Care
2. Steve Biko Academic Hospital	14. Stretfort Community Health Care
3. Jubilee Regional Hospital	15. Laudium Community Health Care
4. Tshwane District Hospital	16. Dark City Community Health Care
5. Odi District Hospital	17. Phedisong 4 Community Health Care
6. Bronkhorspruit District Hospital	18. Soshanguve 4 Community Health Care
7. Chiawelo Clinic	19. Refentse Community Health Care
8. Temba Clinic	20. Kgabo Community Health Care
9. Boekenhout Clinic	21. Stanza Bopape Community Health Care
10. Lenasia District Hospital	22. Discoverers Community Health Care
11. Lilian Ngoyi Community Health Care	23. Eesterust Clinic



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## 12. Mofolo Community Health Care

### 3. LEGISLATIVE AND REGULATORY FRAMEWORK COMPLIANCE

#### 3.1 The General Conditions of Contract (GCC):

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

#### 3.2 The Special Conditions of Contract (SCC):

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

#### 3.3 Other legal prescripts:

The Gauteng Department of Health provides Public Health Services. The physical protection function is regulated by the following acts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework, 2019
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), 217
- h. Protection of Personal Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- l. Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)

**NOTE:** Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice.

#### 4. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 2 below.

Table 2: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p><b><u>Section 1: Technical Proposal of the tender.</u></b></p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents (e.g., catalogues, instruction leaflets, etc.), in English language.</p> <p><b><u>a. All SBD must be read, completed, signed where applicable and submitted:</u></b></p> <ol style="list-style-type: none"> <li>1. SBD 1: Invitation to Bid</li> <li>2. SBD 4: Bidder's Disclosure</li> <li>3. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022</li> </ol>



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

**b. Valid letter of commitment**

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

**OR**

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

(Letter must be signed). **Note that the Department has a right to verify the validity of the Commitment Letter**

**c. List of Samples**

Bidders must complete the RFP 10.1: Supply of Samples and attach it to the bid document.

**d. Tax Clearance Requirements**

A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

	<p>e. <b><u>Copy of Central Supplier Database (CSD) Registration Summary Report.</u></b></p> <p>(Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p>
Part 2	<p><b><u>All the supporting documents of proof required for the Functionality Evaluation:</u></b></p> <ul style="list-style-type: none"> <li>a. Company profile</li> <li>b. Company Reference letters</li> <li>c. Contractual proof (Previous contracts awarded)</li> </ul>
Part 3	<p><b><u>Section 2: Financial Proposal of the tender.</u></b></p> <p>Completed Price Schedule documents</p> <ul style="list-style-type: none"> <li>a. SBD 3.1 Price Schedule – Firm price (Goods)</li> <li>b. SBD 3.2 Non-firm prices (Purchases)</li> <li>c. Annexure B Price Schedule</li> </ul>

## 5. PRODUCTS SPECIFICATIONS AND ESTIMATED QUANTITIES

### 5.1 ESTIMATED QUANTITIES

Table 3 estimated quantities

Item No.	Item Description	Estimated Quantities per year
1.	Three division plastic containers	1,500,000
2.	Three division plastic containers lids	200,000
3	Small tubs	50,000
4	Small tubs lids	50,000
5	Dual-surface polyester film	300



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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## **5.2 SPECIFICATION THREE DIVISION CONTAINERS AND LIDS.**

### **5.2.1 Requirements**

- a) Develop, manufacture, and maintain a mold to match container specifications for the duration of the contract.
- b) The three-division container must be able to hold the desired volumes of menu items to make up a complete meal and must be able to be used at required temperatures.
- c) Not impart a taste or odours to the products.
- d) The materials that are used to manufacture the three-division container must adhere to designated quality requirements.
- e) The container must be able to withstand temperatures of -30°C to 120°C.
- f) The material must comply with the EU regulations: EU Directive 2002/72/EU and the FDA regulations 21 CFR 176.10 and CFR 177.1640 as amended.
- g) The product must be made in accordance with good manufacturing practice.
- h) The service provider must have a Quality Management System in place to ensure that they deliver consistent and improved services and products to the Department. (e.g., ISO 9001:2015)
- i) Container shall be clean and free from any toxic substance, ingredient or any other substance liable to contaminate or spoil the food in the container. pose a risk to human health or alter the quality of the food.
- j) Samples must be provided to the Masakhane Food Service Unit to be tested by the Food Service Managers and the Food Technologist for testing whether the supplied product complies with the specified requirements.

### **5.2.2 Performance requirements for the three-division container (Estimated quantities required: 1, 500,000 and lids 200 000 lids per annum)**

- a) The three-division container and lid must be made of food grade polypropylene
- b) The container must be vacuum formed (injection molded-no needle point)





TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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- c) The size of the three-division container must be 167.5 x 165 punch.
- d) Drop flange height 4.65mm
- e) Product height 41.5 mm to 42.5mm
- f) The three-division container Mass of 25 to 26, 5 g, wall thickness not less than 0.5mm
- g) The size of the lid must be 175 x 173 mm (fit securely on the container
- h) The Mass of the must be 21.9 g wall thickness 0.65 mm and height 14mm – 15mm
- i) The container must be black, and the lid must be clear

**See and adhere to the drawing on ANNEXURE A, Page 33**

### **5.2.3 Packaging requirements**

- a) The container must be packed in volumes no less than 250 per box.
- b) The quantities must fit loosely in the boxes to ensure immediate use.
- c) Each box must be lined with a virgin food safe plastic bag before the end product is packed and it must be large enough to fold properly over the top to ensure that the content is protected from contamination.
- d) All boxes must be taped/sealed at all openings to prevent contamination.
- e) All boxes must prevent leakage and provide an appropriate level of protecting of environmental conditions.
- f) All boxes must be able to maintain the quality, safety and stability of the contents, which in this case is the Three Division Container.
- g) All boxes must be able to withstand mechanical hazards of handling and transport.

### **5.2.4 Labelling requirements**

- a) Labels must comply with the Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).
- b) All boxes must be labelled.
- c) All labels must provide sufficient information on the nature of the contents.
- d) Company of origin.



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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- e) Brief Description of the contents inside the box.
- f) Total number of containers inside the packaging.
- g) The labels on the boxes must be clearly and legible printed.
- h) The letter size must not be less than 10mm in height.
- i) The wording must be in English.
- j) The font used must be clear.

### **5.3 SPECIFICATION: SMALL TUB AND LID:**

#### **5.3.1 Requirements**

- a) Develop, manufacture, and maintain a mold to match container specifications for the duration of the contract. Good Manufacturing practice must be practiced throughout the manufacturing facility.
- b) Design, mold containers, according to specifications.
- c) Be free from defects that can impair the appearance or serviceability or both.
- d) Not impart a taste or odours to the products.
- e) The small tub must be able to hold the desired volumes of menu items and must be able to be used at required temperatures.
- f) The materials that are used to manufacture the small tub must adhere to designated quality requirements.
- g) The container must be able to withstand temperatures of -30°C to 120°C.
- h) The material must comply with the EU regulations: EU Directive 2002/72/EU and the FDA regulations 21 CFR 176.10 and CFR 177.1640 as amended.
- i) The service provider must have a Quality Management System in place to ensure that they deliver consistent and improved services and products to the Department. (e.g., ISO 9001:2015)
- j) Samples must be provided to the Masakhane Food Service Unit to be tested by the Food Service Managers and the Food Technologist for testing whether the supplied product complies with the specified requirements.



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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**5.3.2 Performance requirements for the small tub and small tub lid (Estimated quantities required 50, 000 small tubs and 50, 000 lids per annum).**

- a) The small tub and small tub lid must be made of food grade polypropylene
- b) The cut size of the tub must be 104mm x 80mm and 42 mm.
- c) The thickness of the tub must be minimum 900 micron.
- d) The small tub and the lid must be clear.
- e) The cut size of the lid must be 107mm x82mm and 6mm
- f) The thickness of the lid must be minimum 500 micron.

**See and adhere to the drawing on ANNEXURE A, Page 33**

**5.3.3 Packaging requirements**

- a) The small tubs must be packed in volumes no less than 500 per box.
- b) The quantities must fit loosely in the boxes to ensure immediate use.
- c) Each box must be lined with a virgin food safe plastic bag before the end product is packed and it must be large enough to fold properly over the top to ensure that the content is protected from contamination.
- d) All boxes must be taped/sealed at all openings to prevent contamination.
- e) All boxes must prevent leakage and provide an appropriate level of protecting of environmental conditions.
- f) All boxes must be able to maintain the quality, safety, and stability of the contents, which in this case is the small tubs.
- g) All boxes must be able to withstand mechanical hazards of handling and transport.
- h) The small tubs must be packed in volumes no less than 500 per box.



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#### **5.3.4 Labelling requirements**

- a) Labels must comply with the Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).
- b) All boxes must be labelled.
- c) All labels must provide sufficient information on the nature of the contents.
- d) Company of origin.
- e) Brief Description of the contents inside the box.
- f) Total number of tubs inside the packaging.
- g) The labels on the boxes must be clearly and legible printed.
- h) The letter size must not be less than 10mm in height.
- i) The wording must be in English.
- j) The font used must be clear.

### **5.4 SPECIFICATION: DUAL-SURFACE POLYESTER FILM**

#### **5.4.1 Requirements**

- a) The product must be made in accordance with good manufacturing practice.
- b) The service provider must have a Quality Management System in place to ensure that they deliver consistent service and products to the Department. (e.g., ISO 9001:2015)
- c) The product shall be free from any toxic substance, ingredient or any other substance liable to contaminate or spoil the food. Pose a risk to human health or alter the quality of the food.
- d) Must be of acceptable uniform make as per approved sample/s.



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#### **5.4.2 Performance requirements for the dual-surface polyester film (Estimated quantities required: 300 rolls per annum)**

- a) The Dual-Surface Polyester Film must be made of heat sealable polyester film
- b) The film must withstand temperatures from -70°C up to 220°C.
- c) The film must have a wide heat-sealing range, from 140°C to 220°C without hot tack properties.
- d) It must be suitable for gas flushing applications
- e) Thickness: 30 microns
- f) Length: 1250m per roll
- g) Width: 550 mm
- h) The film must have excellent barrier, sealing, mechanical and optical properties
- i) The film must comply with food contact legislation

#### **5.4.3 Packaging and labelling**

- a) Labels must comply with the Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).
- b) Must be sealed in plastic covering, Labeled, manufacturer, width, length, clearly and legible.

### **6. THE EVALUATION OF THE BID**

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



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Stage 1A: Mandatory Administrative Compliance Evaluation

Stage 1B: Sample Evaluation

Stage 1C: Site Visit Evaluation

Stage 2: Price and Preferential Points Evaluation

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations, 2022, Regulation 3 (2) (a) and the Gauteng Department of Health Preferential Procurement Policy, 2022

### STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. **Bidder who fails to comply with any of the said mandatory administrative compliance will be disqualified.**

Only bidders who have complied with all the requirements of the Stage 1A: Mandatory Administrative Compliance requirements will be evaluated for the Stage 1B: Sample Evaluation.



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**a. Valid letter of commitment:**

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

OR

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

**b. List of Samples**

Bidders must complete the RFP 10.1: Supply of Samples and attach it to the bid document  
Table 4 List of Samples:

Item No.	Item Description
1.	Three division plastic containers
2.	Three division plastic containers lids
3	Small tubs
4	Small tubs lids
5	Dual-surface polyester film

**c. All SBD must be read, completed, signed where applicable and submitted.**

- SBD 1: Invitation to Bid
- SBD 4: Bidder's Disclosure
- SBD 3.1 Price Schedule – Firm price (Goods) and Annexure B
- SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.



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### **STAGE 1B: SAMPLE EVALUATION**

- a. Only bidders who complied with stage 1A the mandatory administrative compliance will be considered for the sample evaluation.
- b. Only shortlisted bidders from stage 1A will be contacted to submit samples within 14 days from the date of contact.
- c. Bidders must complete the RFP 10.1: Supply of Samples and attach it to the bid document.

#### **Samples**

- a. Bidders must submit at least one new sample that is still sealed and unopened in the original packaging for the sample evaluation.
- b. The Department reserves the right to request the shortlisted compliant bidders to submit a minimum of five samples for each for further testing at the Masakhane Cook Freeze Factory.
- c. All the samples must be delivered to the Masakhane Cook Freeze Factory for testing purposes.
- d. All the samples must be a true representation of the products, which will be supplied.
- e. All submitted samples of awarded items will be retained for the period of the contract.

#### **Submission of Samples**

- a. Samples must be submitted for each item for which a bid response is submitted together with a list of the samples submitted.
- b. Bids in respect of items for which samples were not submitted will be disregarded. It will not serve any purpose to bid for items for which samples cannot be submitted.





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- c. No Samples must be sent to Gauteng Department of Health. All samples must be delivered directly to the following address:  
Masakhane Cook Freeze Factory  
06 Piet Pretorius Street  
Rosslyn  
0200
- d. Bidders' sample boxes must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. this is imperative to ensure the total number of sample boxes delivered is accounted.
- e. Samples must comply with all legal prescripts
- f. All products submitted will be tested by the department as per the requirement of the specifications.

### **Pre-award sample compliance**

- a. The items must fully comply with the specifications and standards as stated in the bid document.
- b. Samples of products offered must be submitted for evaluation to determine compliance with the specification and standards during the evaluation phase.

### **Packaging and marking of samples**

Samples that are submitted by the bidders or requested by the Department for evaluation must be submitted and marked according to the following requirements:

- a) A list of the samples must be attached.
- b) Samples must be placed on a suitable packaging and clearly marked on the outside as follows:
  - i. The RFP/Tender number
  - ii. The RFP item number
  - iii. The Bidder's /Agent name and address



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- c) All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.
- d) Proposals that are not supported by availability and submission of samples, when requested, will be disqualified if not submitted.
- e) In addition, the bidders may be requested to demonstrate compliance of the relevant Standards and Specifications.
- f) On notification, of being successful bidders, the bidders will be requested to provide one additional sample to be retained for the contract period.

### **Sample Evaluation (50 points each)**

**Table 5:** The three-division containers & lid sample evaluation criteria: Refer to the specifications

<b>Criteria</b>	<b>Points</b>
Weight and Measurement	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Size and Thickness	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Heat and Cold resistance as per specification requirement	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Vacuum formed and product data sheet	Fully Compliant = <b>5 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Colour, smell and portioning	Fully Compliant = <b>5 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Overall compliance to the specification requirements	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
<b>Total:</b>	<b>50</b>
<b>Threshold:</b>	<b>35</b>

NB: Bidders who score below the minimum threshold of **35** out of **50** points on Sample evaluation will be eliminated from further evaluation.



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**Table 6.** The Small Tub & Lid sample evaluation criteria: Refer to the specifications

Criteria	Points
Weight and Measurement	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Size and Thickness	Fully Compliance = <b>10 (Points)</b> No Compliance = <b>0 (Points)</b>
Heat and Cold resistance as per specification requirement	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Injection molded and product data sheet	Fully Compliant = <b>5 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Colour, smell and portioning	Fully Compliant = <b>5 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Overall compliance to the specification requirements	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
<b>Total:</b>	<b>50</b>
<b>Threshold:</b>	<b>35</b>

NB: Bidders who score below the minimum threshold of **35** out of **50** points on Sample evaluation will be eliminated from further evaluation.

**Table 7:** The Dual-Surface Polyester Film sample evaluation criteria: Refer to the specifications

Criteria	Points
Heat and Cold resistance as per specification requirement	Fully Compliant = <b>15 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Gas flushing applications	Fully Compliant = <b>5 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Film data (thickness, length & width)	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
Sealing, mechanical, barrier and optical properties	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>



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Overall compliance to the specification requirements	Fully Compliant = <b>10 (Points)</b> Non-Compliant = <b>0 (Points)</b>
<b>Total:</b>	<b>50</b>
<b>Threshold:</b>	<b>35</b>

NB: Bidders who score below the minimum threshold of **35** out of **50** points on Sample evaluation will be eliminated from further evaluation.

### STAGE 1C: SITE VISIT EVALUATION

Only bidders who have complied with all the sample evaluation criteria threshold will be evaluated for site visit. During this stage bidders' due diligence will be done to ensure capacity and competence.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require. Bidders' sites must conform to the requirements of the Department Site Visit Record. The sites will be evaluated, as per Table 8 below. The bids will be declared non-responsive and disqualified if it does not meet the minimum threshold of **20** points out of **26** for the distributor site evaluation.



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

**Table 8: Due Diligence- Site visit evaluation criteria for Distributor**

Criteria	Description	Points
1. Office or Distributor (Capacity to deliver the service)	<p><b>Staff compliment:</b> (Proof of at least five employed staff)</p> <ul style="list-style-type: none"> <li>No information on staff provided <b>(0) (Points)</b></li> <li>No staff, but have a database of people ready for employment <b>(4) (Points) or</b></li> <li>Have staff including their job description in place and contract of employment signed by employer and employee <b>(4) (Points)</b></li> </ul> <p><b>Is the staff competent to do the work based on training:</b> (training must include Occupational Health and safety (OHS) <b>and</b> customer service)</p> <ul style="list-style-type: none"> <li>No documented records of training in place <b>(0) (Points)</b></li> <li><b>Internal training:</b> attendance register indicating the course attended and signed by employee <b>(1) (Point)</b></li> <li>Proof of assessment method used to evaluate the level of employee effectiveness <b>(1) (Point)</b></li> <li><b>External training:</b> Certificate of attendance outlining the course/modules completed <b>(2) (Points)</b></li> </ul>	<b>8</b>



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

<p>2.</p> <p>Identification and traceability</p>	<p><b>Traceability system:</b></p> <ul style="list-style-type: none"> <li>• No traceability and identification system in place <b>(0) (Points)</b></li> <li>• Explanation of how product will be identified and traced <b>(2) (Points)</b></li> <li>• Identification and Traceability Procedure <b>(2) (Points)</b></li> <li>• Purchase order (order number, product description, quantity, delivery date) <b>(2) (Points)</b></li> <li>• Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) <b>(2) (Points)</b></li> <li>• delivery invoice from the distributor (batch number, order number, product description, quantity) <b>(2) (Points)</b></li> </ul>	<p><b>10</b></p>
<p>3. Customer service</p>	<ul style="list-style-type: none"> <li>• Response time and complaints registers as evidence to effective reaction to customer complaints <b>(4) (Points)</b></li> <li>• Telephone / fax/ e-mail as proof of tools for customer communication <b>(2) (Points)</b></li> <li>• Process flow documents as proof of turnaround time as evidence of speedily customer feedback <b>(2) (Points)</b></li> </ul>	<p><b>8</b></p>
<p><b>TOTAL POINTS</b></p>		<p><b>26</b></p>
<p><b>MINIMUM THRESHOLD</b></p>		<p><b>20</b></p>



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

The sites will be evaluated, as per Table 9 below. The bids will be declared non-responsive and disqualified if it does not meet the minimum threshold of **25** points out of **33** for the distributor site evaluation.

Table 9: Due Diligence- Site visit evaluation criteria for the **Source of supply or Manufacture**

Criteria	Description	Points
Source of Supply or Manufacture Capacity: a. Ability to deliver the service	a. Appointment agreement as evidence of human resources (personnel) relevant to the input-processing-output-manufacturing cycle <b>(4) (Points)</b> b. Certification/s on production or making and packaging the items as Records of trained personnel <b>(4) (Points)</b>	<b>8</b>
b. Manufacturing Infrastructure	a. Equipment for manufacturing of three divisional containers <b>(4) (Points)</b> b. Availability on site of all essential materials <b>(2) (Points)</b> c. Quality assurance process of the product <b>(4) (Points)</b>	<b>10</b>
c. Identification and traceability	a. Traceability system (e.g., Bar code, batch number) <b>(10) (Points)</b>	<b>10</b>
d. Packaging and labelling	a. Demonstration of packaging and labelling as indicated on the requirements of the specification <b>(5) (Points)</b>	<b>5</b>
<b>Total:</b>		<b>33</b>
<b>Threshold:</b>		<b>25</b>



TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

## STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

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

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations, 2022, Regulation 3 (2) (a) and the Gauteng Department of Health Preferential Procurement Policy, 2022

Bidders are referred to the SBD 3.1 and Annexure B for pricing schedule and the SBD 6.1 for the Preference Point System.

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

	POINTS	POINTS
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS:</b>	<b>20</b>	<b>10</b>
4. Promote enterprise which is at least 51% owned by South African	5	3
5. Promotion of SMMEs	5	2
6. Enterprise Located in Gauteng Province	10	5
<b>Total points for Price and Specific goals</b>	<b>100</b>	<b>100</b>





TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY OF THREE DIVISION PLASTIC CONTAINERS WITH LIDS, SMALL TUBS WITH LIDS AND DUAL-SURFACE POLYESTER FILM FOR THE MASAKHANE COOK FREEZE FACTORY FOR A PERIOD OF THREE YEARS.

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Bidder to submit the following as proof of evidence:

1. Promote enterprise which is at least 51% owned by South African
  - Company CIPC documents, and
  - Certified copy of Identity Documents for the owners of the enterprise as valid proof of ownership. NB: Certified Copies must be valid for six months in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.
2. Promotion of SMMEs
  - Valid affidavit confirming SMMEs Turnover and signed by both Commissioner of Oaths and Deponent
3. Enterprise Located in Gauteng Province
  - Valid municipality bill not older than three months or valid lease agreement registered in the name of the enterprise.

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

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

Bidders are referred to the SBD 3.1 and Annexure B for the Pricing Schedules and the SBD 6.1 for the Preference Point System



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## **7 SPECIAL CONDITIONS**

### **7.1 Copyright**

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorised personnel stipulated by the GDOH and the normal GDOH document control procedures are followed.

### **7.2 Cession**

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

### **7.3 Use of fluid correcting substances**

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

### **7.4 Payment Terms**

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

### **7.5 Lines of Communication and Reporting**

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



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## **7.6 Request for Clarifications**

Request for clarification of tender documents, if necessary, by notifying the department at least five (5) working days before closing time stated in the tender document.

## **7.7 The conditions of the bid award**

- a. Each item will be awarded to the bidder whose bid scored the highest combined price and specific goals out of 100.
- b. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- c. Bidders are required to register on the National Treasury Central Supplier Database prior the award.
- d. A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.
- e. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- f. The Gauteng Department of Health reserves the right to award this tender in full or part of it for the same item.

## **7.8 Travel**

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



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## **7.9 Counter conditions**

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

## **7.10 Fronting**

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Must any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. In line with Regulation 9(1)(b) of the PPR, 2022, failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **7.11 Contract period**

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



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#### **7.12 Mergers, take overs and changes in supplier detail.**

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

#### **7.13 Third parties**

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

#### **7.14 Guarantee**

- a. The contractor shall fully guarantee all items against manufacturing defects due to factory defaults.
- b. Contractors are obliged to refund or replace the failed, unsafe and defective goods without any charges.

#### **7.15 Valid letter of commitment:**

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



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### **7.16 Quality**

- a. Where specific specification / standards are applicable on materials and supplies, the quality of the products shall not be less than the requirements of such specification / or standards.
- b. The successful bidder/s will be required to submit samples upon request at the bidder's costs.
- c. All samples submitted must be a true representation of the item that will be offered during the contract period. Failure to comply will lead to contract termination with immediate effect.
- d. Unsuccessful bidders who have submitted samples will be requested to collect such items within 3 months of the commencement of the contract.
- e. Samples not collected within this 3-month period will be disposed of at the discretion of the department. Bidders may be held responsible for disposal costs incurred by the department.
- f. Products must conform to the quality requirements as stipulated in the specifications.

### **7.17 Invoicing**

- a. Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original.
- b. The original must be sent to the Gauteng Department of Finance and one copy to the End-User / Institution.

### **7.18 Price qualification**

- a. All prices must include free delivery to various Gauteng Health institutions. Please note that non-compliance with the afore mentioned shall invalidate the bid.
- b. The Gauteng Department of Health will benchmark those bidders' prices that would have been awarded the contract on a regular basis to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Department of Health to engage



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contractors in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

### **7.19 Period of validity**

- a. Bids are held to be valid for a period of ninety (90) days after the closing date.

### **7.20 Certificate of compliance**

- a. All items must comply with the quality standards.
- b. The bidders must submit a signed Certificate of Compliance per product to certify that the material / product offered, complies with any of the following specifications: SANS, CKS, ISO. The item number and relevant specification must also be indicated (for example, item 200: CKS 469).
- c. In the absence of valid SANS mark, the test samples must be submitted to SABS Standards before the closing date and time of bid.

### **7.21 Authorization Letter**

- a. Any bidder who is sourcing goods or services from a third party must complete the "Authorization Letter" in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- b. The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Letter and must the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- c. The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.



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## **7.22 Contract administration**

- a. The administration and facilitation of the contract will be the responsibility of Gauteng Department of Health, Contract Management and all correspondence in this regard must be directed to the following address:

The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Private Bag X085, Marshalltown, 2107.

- b. Contractors must advise the Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

## **7.23 Supplier performance management**

- a. Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, Gauteng Department of Health: Contract Management must be informed for corrective action.
- b. Contractors must advise the Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full of such circumstances as well as the period of delay must be furnished.

## **7.24 Purchase orders**

- a. Contractors must note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- b. Contractors must note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that





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no deliveries must be made unless an official and authorised order form has been received from the Gauteng Department of Health.

- c. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances must the contractor deviate from the orders issued by the purchasing institutions.

#### 7.25 Customer service

- a. Bidders are anticipated to provide a technical support programme / initiative that will benefit the GDOH.
- b. Bidders are anticipated to provide after sales service support programme / initiative that will benefit the GDOH.

#### 7.26 Non-compulsory briefing session

- a. Bidders are called on to attend the non-compulsory briefing session to clarify any misunderstanding or ambiguity prior to the proposal submission closing date. Bidders that did not attend the non-compulsory briefing session will not be penalised or disqualified.

#### 7.27 Post award reporting

Historical Data:

All successful bidders maybe required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management.

#### 7.28 Enquiries

All queries must be directed to the relevant official's bellow:

<p>Technical:</p> <p>Ms Mercy Maimela</p> <p>Mercy.Maimela.@gauteng.gov.za</p>	<p>Bid Documents:</p> <p>Ms. Thabisile Matsebula</p> <p>Thabisile.Matsebula@gauteng.gov.za</p> <p>Ms. Malele Masoto</p> <p>Malele.Masoto@gauteng.gov.za</p>
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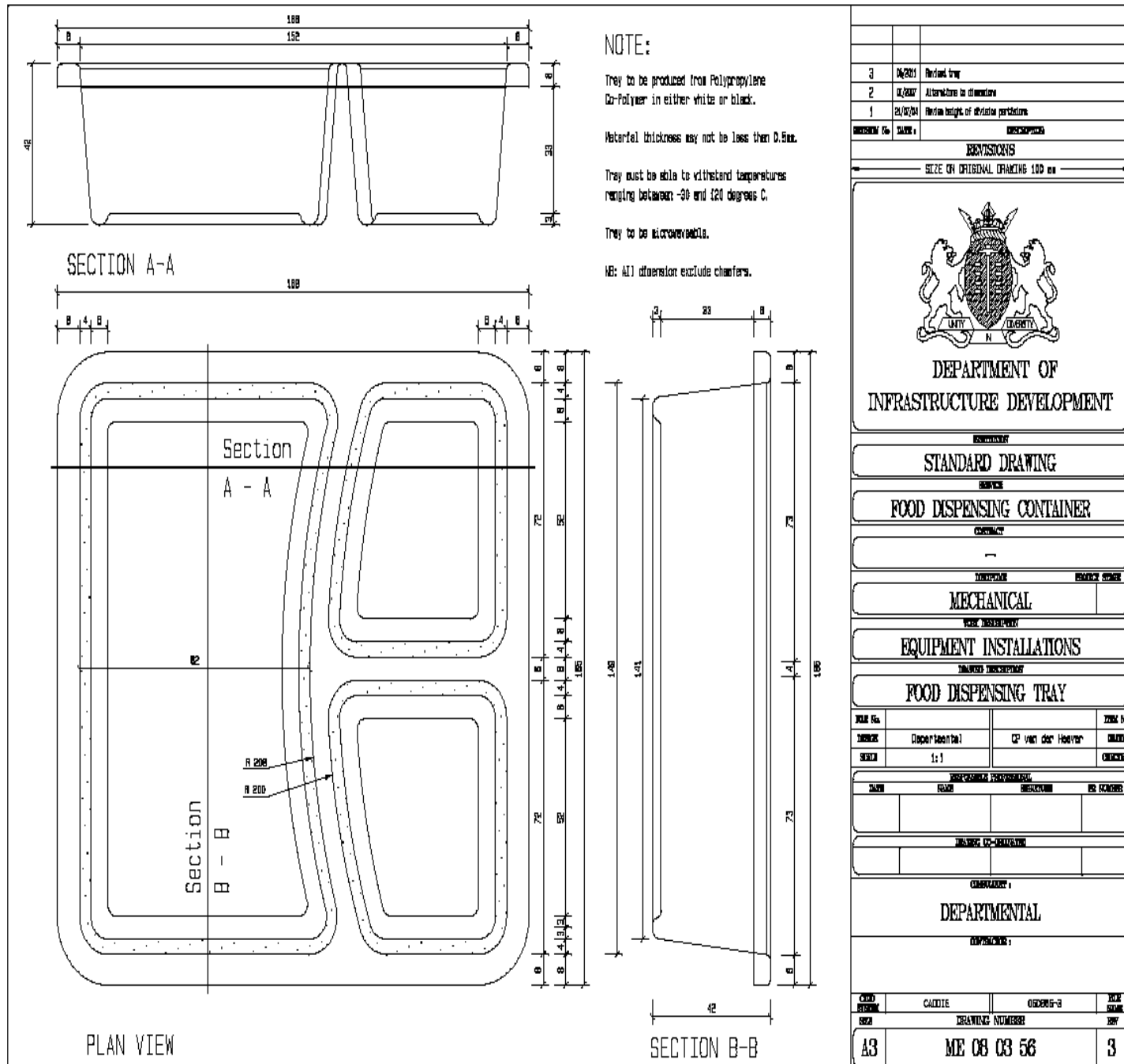


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## ANNEXURE A: DRAWINGS

### 1. THREE DIVISION CONTAINERS (Food Dispensing Tray): 08/03/56

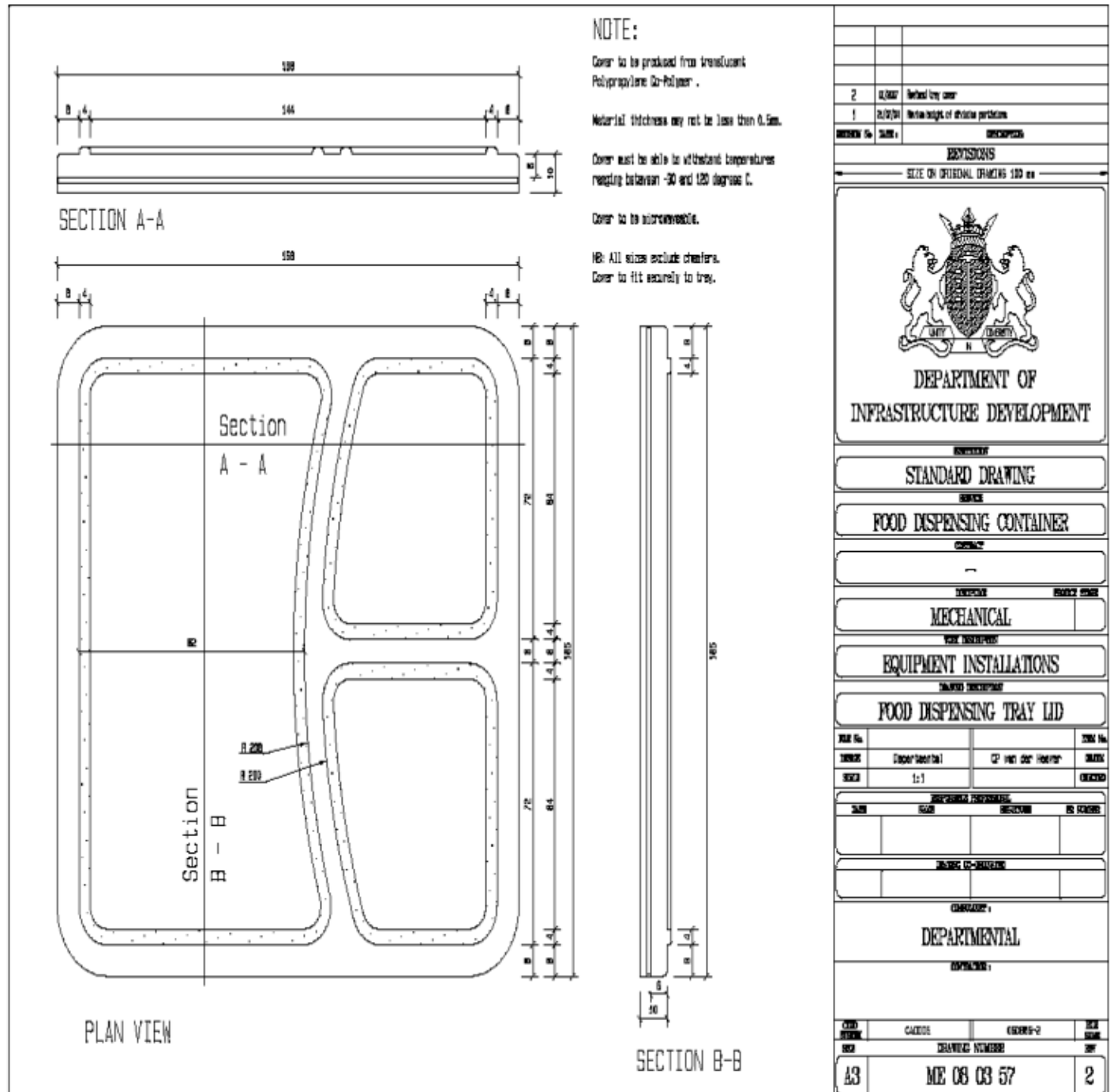




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## 2. THREE DIVISION CONTAINERS (Food Dispensing Lids): 08/03/57

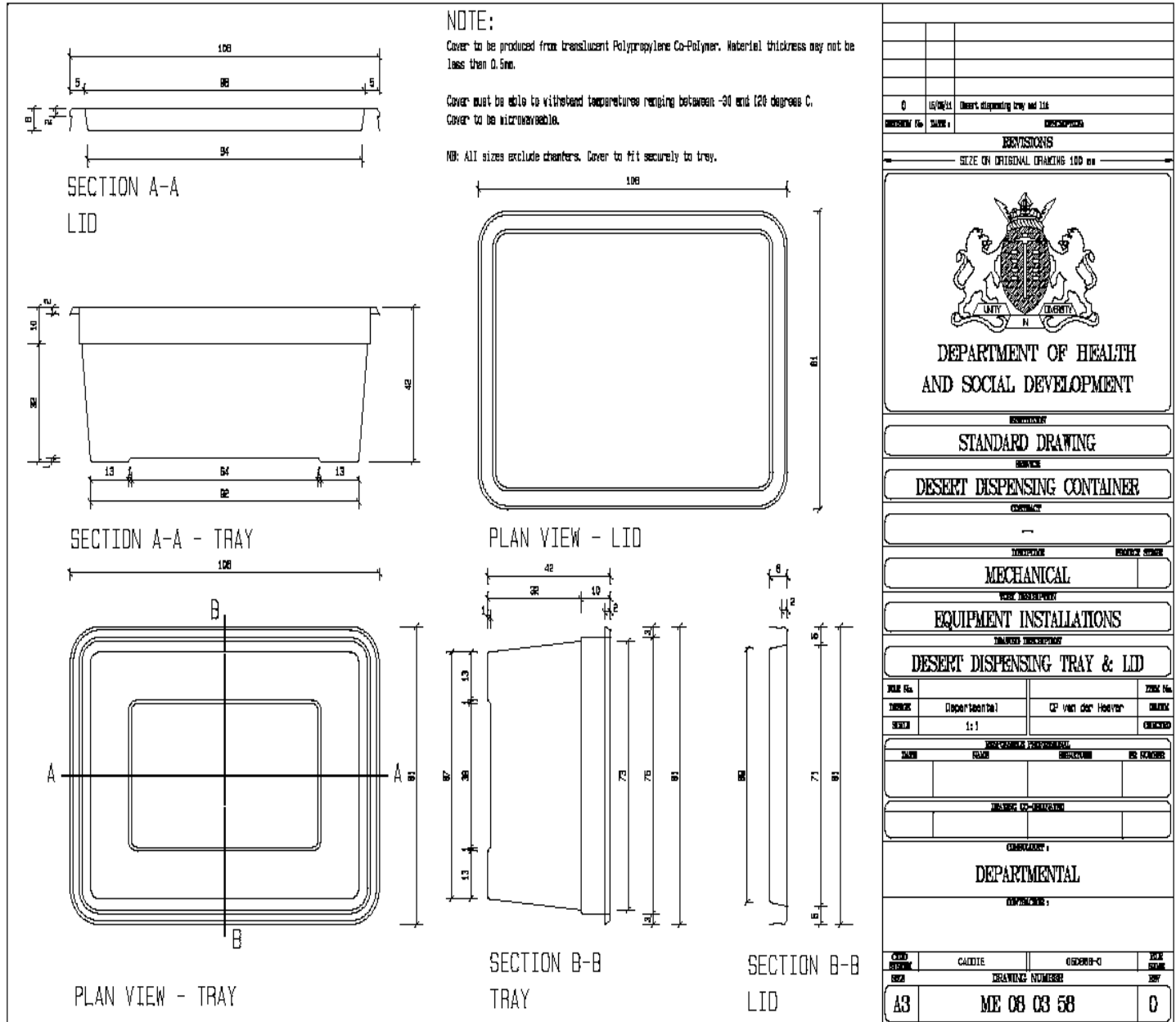




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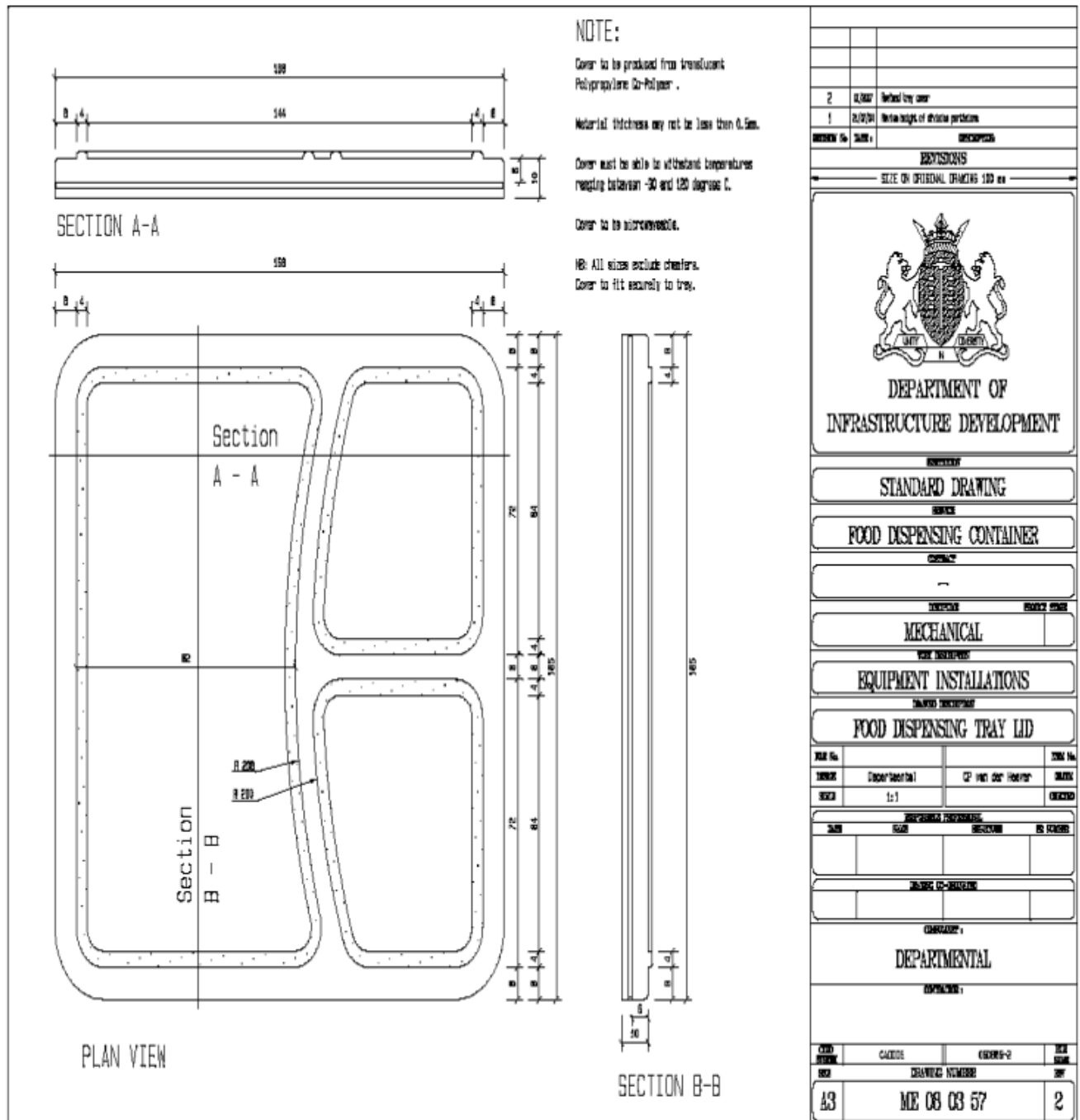
### 3. SMALL SQUARE TUB AND SMALL TUB LID (Food Dispensing Tub & Lid): 08/03/58





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REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Registered Supplier Confirmation**

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**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

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### 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.



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2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

#### **16. Payment**

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

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)