


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

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

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

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

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



Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

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

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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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.

| | | |
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| | Bid Commitment and Declaration of Interest | Page 1 of 3 |

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

- 2.2.1 If so, furnish particulars:

| |
|--|
| |
|--|

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

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

- 2.3.1 If so, furnish particulars:

| |
|--|
| |
|--|

3. DECLARATION

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

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

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

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

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

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

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

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



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management


Special Conditions

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

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

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

| | | |
|---|---|-------------|
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EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

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

Stage 1

| Criteria for Functionality | Points |
|----------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

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


Stage 2

| Criteria for Price and B-BBEE Status | Points |
|--------------------------------------|------------|
| Bid Price | 80 or 90 |
| Preference Points | 20 or 10 |
| TOTAL | 100 |

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

- Stage One-

- Stage Two-

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

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

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

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

Comments to include:

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

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

=====

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



TERMS OF REFERENCE FOR CONTRACT GT/GDH/087/2022 - FOR THE SUPPLY AND DELIVERY OF FROZEN VEGETABLES, FISH, CHICKEN AND CHICKEN PRODUCTS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

| | |
|--------------------|--|
| B-BBEE: | Broad Based Black Economic Empowerment |
| B-BBEE Controlled: | A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle. |
| B-BBEE Owned: | A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle. |
| BEC: | Bid Evaluation Committee |
| BSC: | Bid Specification Committee |
| EMS: | Emergency Medical Services |
| GCC: | General Conditions of Contract |
| GPG: | Gauteng Provincial Government |
| GPT: | Gauteng Provincial Treasury |
| PPPFA: | Preferential Procurement Policy Framework Act |
| PDP: | Professional Driving Permit |
| QC: | Quality Control |
| QSE: | A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act |
| RFP: | Request for Proposal |
| SABS: | South African Bureau of Standards |
| SANAS: | South African National Accreditation System |
| SANS: | South African National Standard |
| SCC: | Special Conditions of Contract |



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR CONTRACT GT/GDH/087/2022 - FOR THE SUPPLY AND DELIVERY OF FROZEN VEGETABLES, FISH, CHICKEN AND CHICKEN PRODUCTS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

TCC: Tax Clearance Certificate

VAT: Value- Added Tax

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



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1. THE PURPOSE

The purpose of this tender is to appoint service providers to supply and deliver Frozen Vegetables, Fish, Chicken and Chicken Products to the Gauteng Department of Health Institutions for a period of 3 years.

2. BACKGROUND

The Gauteng Department of Health provides dietary assistance containing Frozen Vegetables, Fish, Chicken and Chicken Products to Gauteng patients in public health establishments. Patients in different wards need to be fed a balanced diet in order to meet the nutritional requirements for all macro and micronutrients required by the body.

Nutritional support forms part of the holistic care of clients in health facilities. Adequate nutritional intake is important in all individuals, particularly those who are ill or recovering from operations, and who may have increased nutritional requirements. The prevalence of malnutrition in hospitals is a common problem associated with increased length of hospitalization, increased post-operative complications, lowered resistance to infection, delayed wound healing and recovery, as well as impaired physical and mental functioning.

Gauteng Department of Health is responsible for ensuring that meals provided to clients at public health establishments are appropriate, of good quality, safe, and nutritionally adequate. It is imperative to ensure that meal provisioning is carried in a more standardized way



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3. LEGISLATIVE AND REGULATORY FRAMEWORK

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).

3.2 The Special Conditions of Contract:

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

3.3 Other legal prescripts:

- a. The Constitution of SA, Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- e. The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- f. Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- g. Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000)
- h. GPT Open Tender Framework, 2019
- i. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- j. Agricultural Product Standard Act, 1990 (Act No 119 of 1990)



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- k. R638 (Regulation Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters)
- l. Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- m. Labelling Regulations under Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- n. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- o. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- p. Unemployment Insurance Act 63 of 2001
- q. Protection of Personal Information (POPI) Act 2013 (Act No. 4 of 2013) as amended

3.4 National standards

- a. ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems"
- b. ISO 14001:2015 / SANS 14001:2015 "Requirements for Environmental Management Systems"
- c. SANS 10330:2020 "Requirements for Hazard Analysis and Critical Control Point (HACCP) System.
- d. SANS 22000:2019 "Food Safety Management Systems – Requirements for any organization in the food chain"
- e. Food Safety System Certification FSSC 22000 v5.1
- f. SANS 585: 2022 "The production of frozen fish, marine molluscs, and products derived therefrom
- g. SANS 10049: 2019 "Food Safety Management - Code of Practice Food hygiene management.
- h. SANS 10133: 2011 "The application of pesticides in food handling, food" processing and catering establishments

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



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4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

| Part of Bid Submission | Required documents |
|------------------------|---|
| Part 1 | <p>Section 1: Technical Proposal of the tender.</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted.</p> <ol style="list-style-type: none"> SBD 01: Invitation to Bid SBD 04: Bidders Disclosure Certificate of Acceptability (R638) must be submitted. Quality Standard Certification (Quality Standard Certification as proof of compliance): <ul style="list-style-type: none"> ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems" or ISO 22000:2019 "Food Safety Management Systems – Requirements for any organisation in the food chain" or Food Safety System Certification FSSC 22000 v5.1 or SANS 10330:2020 "Requirements for Hazard Analysis and Critical Control Point (HACCP) System" |



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e. Valid letter of commitment:

Bidders who are sourcing products from another company, should submit a valid letter of commitment from the Principal Company formalising 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)**

f. Highly Recommended Briefing Session:

The bidders are requested to attend highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

Other required documents

g. 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 at the time of the bid award.



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| | |
|---------------|---|
| | <p>h. Copy of Central Supplier Database (CSD) Registration Summary Report.</p> <p>Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p> |
| Part 2 | <p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted as follows:</p> <p>a. Testimonial letters, Contractual proof, Training and documented training and development programme</p> |
| Part 3 | <p>Section 2: Financial Proposal of the tender:</p> <p>Completed Price Schedule document, referred to as Annexure-A of the tender pack as well as an electronic copy in word format (on PDF), captured and saved on a memory stick.</p> <p>a. SBD 3.2: Price Schedule - Goods Non-Firm Prices</p> <p>b. Annexure A, Price Schedule (dependent on bidder's chosen District)</p> <p>c. SBD 6.2 Declaration Certificate for Local Production and Content and Annex C (Local Content Declaration: Summary Schedule), If any portion of the goods offered have any imported content bidders must submit proof of the SARB rate (s) of exchange used.</p> <p>d. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</p> |



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5. THE PRODUCT SPECIFICATIONS

- a. The supply and delivery of Frozen Vegetables, Fish, Chicken and Chicken Products.
- b. The service provider to supply the following Frozen Vegetables, Fish, Chicken, and chicken products.

5.1 Frozen Vegetables

- a. choice grade shall be prepared from sound, fresh, clean and washed vegetables
- b. be free from any substance which does not normally form part of frozen vegetables, excluding extraneous vegetable matter
- c. shall contain only food additives permitted under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
- d. shall not contain any chemical residues which exceed the prescribed maximum residue limit

Any other presentation of the product shall be permitted if it—

- Is sufficiently distinctive from other styles of presentation prescribed in this specification requirement,
- Meets all other requirements of this regulation (Agricultural product Standard Act 119 of 1990) including the permissible deviations which are applicable to that style which most closely resembles the style or styles intended to be provided for under this provision;
- Is adequately described on the label to avoid confusing or misleading the consumer.

5.2 Frozen potatoes (Choice grade)

The quality standard

- **Vegetable ingredient:** fresh, clean, sound and peeled potatoes of a suitable cultivar
- **Colour:** good, typical of the cultivar and process
- **Flavour:** good, typical of potatoes
- **Texture:** firm and free from sogginess or glassiness



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Frozen potatoes shall be presented as one of the following styles:

- Potato chips or strips or French-fried potatoes
- Shoe-string potatoes
- Diced potatoes

Potato chips or strips or French-fried potatoes

- Shall consist of potatoes cut either smooth or corrugated into strips; and
- Shall have a length of at least 25 mm and a thickness of not more than 15 mm.

Shoe-string potatoes

- Shall consist of potatoes cut either smooth or corrugated into strips
- Shall have a length of at least 18 mm and a thickness of not more than 8 mm.

Diced potatoes

- Shall consist of potatoes cut into approximately cube-shaped units
- Shall have sides which measure at least 5 mm but not more than 20 mm in length.

5.3 Frozen cauliflower (Choice grade)

The quality standard

- **Vegetable ingredient:** sound and clean cauliflower heads from which the leaves and fibrous stalks and stems have been removed
- **Colour:** white or cream in colour, typical of the cultivar, but may have light greening of stalks, typical of some cultivars
- **Flavour:** good, typical of cauliflower
- **Texture:** firm but tender in texture with no fibrous parts



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Frozen cauliflower shall be presented as one of the following styles:

- Cauliflower florets

Cauliflower florets

- Shall consist of a whole, intact floret or a split floret
- Shall, measured across the top at the largest diameter, be at least 30 mm but not more than 75 mm.
- Shall have stems not longer than twice the diameter of the head of the floret; and
- May have small, tender leaves attached

5.4 Frozen broccoli (choice grade)

The quality standard

- **Vegetable ingredient:** fresh, sound, clean and well- developed broccoli
- **Colour:** green, typical of the cultivar: Provided that buds which have been subjected to incomplete chlorophyll development, shall not be regarded as defective
- **Flavour:** good, typical of broccoli
- **Texture:** firm but tender and free from fibrous and woody parts

Frozen broccoli shall be presented as one of the following styles:

- Broccoli florets
- Broccoli cuts

Broccoli florets

- Shall consist of floret heads and the adjoining stems which may be split longitudinally
- Shall have length of at least 12mm but not more than 80mm; and
- may have small leaves on the upper half of the stems



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Broccoli cuts

- Shall consist of broccoli spears cut into pieces; and
- May not contain more than 55 per cent (m/m) stems.

5.5 Frozen Brussels sprouts (choice grade)

The quality standard

- **Vegetable ingredient:** Fresh, sound and clean brussels sprouts
- **Colour (internal and external):** Uniform, typical of the cultivar and free from yellow heads in the case of whole Brussels sprouts; and yellow leaves in the case of Brussels sprout leaves
- **Flavour:** Good, typical of the cultivar
- **Texture (in the case of whole Brussels sprouts):** Firm but tender and free from fibrous parts or mushy units

Frozen Brussels sprouts shall be presented as one of the following styles:

- Whole Brussels sprouts

Whole Brussels sprouts

- Shall consist of whole axillary buds produced on the stem of the Brussels sprout plant
- Shall have buds with a diameter of at least 10mm but not more than 40mm
- Need not be size graded

5.6 Frozen carrots (choice grade)

The quality standard

- **Vegetable ingredient:** sound, clean and peeled carrots
- **Colour:** good typical of the cultivar
- **Flavour:** good, typical of carrots
- **Texture:** tender and free from fibrous parts



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Frozen carrots shall be presented as one of the following styles:

- Julienne carrots
- Carrot roundels
- Diced carrots
- Baby carrots

Julienne carrots

- Shall consist of carrots cut longitudinally either smooth or corrugated into strips
- Shall be at least 25mm in length and the width at the widest point shall not be more than 10mm

Carrot roundels

- Shall consist of carrots cut either smooth or corrugated into round or oval units
- Shall have a diameter of at least 12mm but not more than 50mm and the thickness shall not be more than 10mm.

Diced carrots

- Shall consist of carrots cut into approximately cube-shaped units
- Shall have sides measuring at least 5mm but not more than 16mm in length

Baby carrots

- Shall consists of crowned carrots which after processing retain more or less their original form
- Shall have a diameter of a least 6mm but less than 30mm



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5.7 Frozen green beans (choice grade)

The quality standard

- **Vegetable ingredient:** sound and clean green beans or yellow cultivar green beans
- **Colour:** good, typical of the cultivar
- **Uniformity of size:** uniform
- **Flavour:** good, typical of the cultivar

Frozen green beans shall be presented as one of the following styles:

- Cut beans
- Sliced beans

Cut beans

- Shall consist of pods cut transversally into approximately equal lengths
- Shall be at least 6mm in length

Sliced beans

- Shall consists of pods sliced longitudinally
- Shall be at least 15mm in length

5.8 Frozen green peas (choice grade)

The quality standard

- **Vegetable ingredient:** sound, clean and immature seeds of peas
- **Colour:** bright green, typical of the cultivar
- **Flavour:** typical sweet flavour
- **Texture:** tender



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Frozen green peas shall be presented as:

- Whole green peas

5.9 Frozen vegetables mixes (choice grade)

The quality standard

- Vegetable ingredients: Shall consist of vegetables which comply with the requirements for Choice Grade as set out in these specification and requirements for each kind of vegetable concerned: Provided that one ingredient, excluding the main ingredient, may be one grade lower

Frozen vegetables mixes shall be presented as one of the following styles:

- Frozen Hawaiian mix (julienne carrots, pineapples, red peppers, yellow peppers and baby marrows)
- Frozen country mix (cauliflower florets, broccoli stalks, carrot roundels and green beans)
- Frozen French mix (carrots, green beans, and baby marrows)

5.10 Frozen marrows (choice grade)

The quality standard

- **Vegetable ingredient:** sound, young, clean and unpeeled marrows
- **Colour:** typical of the cultivar
- **Flavour:** good, typical of marrows
- **Uniformity of size in the case of whole marrows:** After removal of the 2 units being the least representative of the average size of the units in the sample, the mass of the 10 largest units in a sample may not be more than 2 ½ times the mass of the 10 smallest units.



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Frozen marrows shall be presented as one of the following styles:

- Marrow slices or roundels

Marrow slices or roundels

- Shall consist of marrows cut either smooth or corrugated into round or oval units
- Shall have a diameter of at least 15mm but not more than 60mm and a thickness of not more than 10mm.

5.11 Frozen pumpkin (choice grade)

The quality standard

- **Vegetable ingredient:** sound, properly peeled and seeded pumpkin
- **Colour:** typical of the cultivar
- **Flavour:** good, Typical of cultivar

Frozen pumpkins shall be presented as one of the following style:

- Diced pumpkin

Diced pumpkin

- Shall consist of pumpkin cut into approximately cube-shaped units
- Shall have sides measuring at least 5mm but not more than 16mm in length

5.12 Frozen sweet potatoes (choice grade)

The quality standard

- **Vegetable ingredient:** sound and properly peeled sweet potatoes
- **Colour:** good, typical of the cultivar
- **Flavour:** good, Typical of cultivar



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Frozen sweet potatoes shall be presented as one of the following style:

- Sweet potato slices

Sweet potato slices

- shall consist of shaped slices
- shall have a thickness of at least 5mm but not more than 20mm

5.13 Requirements for unspecified frozen vegetables (choice grade)

The quality standard

- **Vegetable ingredient:** sound and clean
- **Colour:** typical of the vegetable concerned
- **Uniformity of colour:** fairly uniform
- **Flavour:** good, typical of the vegetable concerned

5.14 Frozen fish

Shall have the following characteristics:

- Fish should either be **with or without** skin, batter coating or bread coating (crumbed)
- Fish portions should be acceptably uniform in size and shape
- fresh appearance, colour and odour, without any perceptible rancidity or sourness
- when the fish is cooked, an odour and flavour that is characteristically fresh for the species and a firm but tender and succulent texture
- All fish should be free from bones
- Fish shall always be kept frozen
- No added colourants
- Fish cakes be prepared from edible fish flesh, with or without other ingredients, and that are uniform in shape, size, and texture



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5.15 General requirements

- a. The product shall be attractive in appearance and characteristics in colour
- b. All products should be free from, foreign matter including soil, foreign odours and damage by any disease
- c. All products shall be free from any defects and blemishes
- d. Size and weight as required by the specification requirements

5.16 Packaging requirements

- a. Be intact, clean, non-toxic, suitable, and strong enough for the packing and normal handling
- b. Not impart a taste or odours to the products
- c. Be strong and rigid enough to ensure that the original shape be retained and not bulge out, dent in, break or tear to the extent that frozen products are damaged or are at risk of being damaged, during normal storage, handling or transport and be properly closed in a manner permitted by the nature thereof.
- d. Chicken to be packaged in woven polypropylene bags and/or clear plastic bags with product information printed on packaging material
- e. Frozen vegetables to be packaged in clear plastic bags and boxes with all product information on the packaging material
- f. Fish to be individually wrapped and packaged in boxes, product information to be clearly visible on the boxes and inspection mark.



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5.17 Labelling requirements

- a. The label of the product shall contain:
- b. Name of the product
- c. Name & address of the manufacturer or the person on whose behalf the product is pre-packed
- d. special storage conditions where applicable
- e. batch identification
- f. net mass of the contents
- g. best before date or use by date or sell by date
- h. All products shall be labelled as per amended Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)

5.18 Transportation requirements

- a. All products shall be delivered before 15.00 on date and place as scheduled by the institution.
- b. Vehicle used for transportation of food products shall be clean, free from odor's, weatherproof and easy to clean.
- c. Refrigerated vehicle shall be used for the transportation of all products.
- d. Transportation of food shall be inspected daily before loading to ensure that the vehicle is clean and weatherproof. Records of daily checks and maintenance shall be kept.
- e. Refrigerated transport shall be fitted with a temperature recorder and records of the temperature of the vehicle during transportation should be kept.
- f. Frozen products shall be transported and stored at a temperature of -15°C to -18°C
- g. Storage and transportation of food products shall be under conditions that will protect food products against physical, chemical, and microbial contamination as well as against deterioration of the food product and the container.



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5.19 Shelf Life

Upon delivery, all products must have at least 3 month's shelf life before the date of expiry. Service Providers may make written applications to deliver Product with a shorter shelf life, provided such applications are accompanied by an undertaking that such short-dated stock will be unconditionally replaced before or after expiry.

5.20 Quality requirement

General description (including customer specific requirement)

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

- a. General principles of health and communicable diseases
- b. Good manufacturing practices, good hygiene practices, cleaning and sanitation procedures.
- c. Personal safety
- d. All training records must be kept.
- e. Personnel hygiene and cleanliness should be strictly adhered to by the delivery driver and personnel.
- f. The service provider should monitor and control pests in the processing and storage areas.

5.21 Environmental conditions

- a. All the products delivered shall be of superior quality and fit for the purpose for which they are intended, and, when used properly in accordance with any written instructions notified to the End user by the service provider, will not represent an environmental, health or safety risk
- b. All packaging material shall be environmentally friendly and recyclable.



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5.22 Project Management

- a. A project manager to be appointed to oversee and take full responsibility for managing and for ensuring delivery of the project.
- b. The project manager is expected to set up a team that would take ownership for order processing, customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
- c. The project manager must ensure product delivery to the department (end-user) is according to the delivery schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.

5.23 Schedule Constraints

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



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6 EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017 in two stages:

Stage 1A: Pre-Qualification Criteria for Preferential Procurement

Stage 1B: Local Production and Content

Stage 1C: Mandatory Administrative Responsiveness

Stage 1D: Functionality Evaluation

Stage 1E: Site visit Evaluation - Office Evaluation and Source of Supply or Manufacture

Stage 2: Price and Preference Points Evaluation

Either the 80/20 or 90/10 preference point system will apply or that the lowest acceptable tender will be used to determine the applicable preference point system, as per Regulation 3. (a)(ii) of the Preferential Procurement Regulation, 2017.

STAGE 1A: Pre-Qualification Criteria for Preferential Procurement

In terms of the Preferential Procurement Regulations, 2017, par. 4(1) (a) the Gauteng Department of Health has decided to apply pre-qualification criteria to advance bidders that have a level 1 to 6 B-BBEE Status Level of Contributor and Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE). Therefore, only bidders that have a level 1 to 6 B-BBEE Status Level of Contributor in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003) Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE). and may respond to this tender.

In the instance where a bidder is an EME or a QSE, then an original affidavit commissioned by a Commissioner of Oaths. B-BBEE Exempted Micro Enterprise or Qualifying Small Enterprise in terms of the Codes of Good Practice should download the applicable affidavit template from the CIPC or DTI websites



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Additional Notes:

- a. In case of a consortium or joint venture, an agreement signed by all party representatives must be submitted together with a copy of a consolidated B-BBEE Certificate from a SANAS accredited B-BBEE Verification Agency.
- b. In the case of a single entity like a trust, an affidavit or copy of a B-BBEE Certificate from a SANAS accredited B-BBEE Verification Agency will suffice.

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

STAGE 1B: LOCAL PRODUCTION AND CONTENT

As per Preferential Procurement regulations 8.2, 2017 states that tenders in respect of goods or services that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content will be considered.

Below is the table of the processed vegetables products or items which have been designated as follows

Processed Vegetables:

Table 2:

| Number | Description | Minimum threshold for local content |
|--------|----------------------|-------------------------------------|
| 1 | Processed Vegetables | 80% |



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

Or

Valid, fully completed and signed Standard Bidding Document (SBD) 6.2 with an exemption letter from the Department of Trade and industry (The DTI) must be submitted with the bid.

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

STAGE 1C: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

Only bidders who have complied with the Stage 1B: Local Production and Content will be evaluated for the Mandatory Administrative Compliance Evaluation.

1. SBD 01: Invitation to Bid
2. SBD 3.2 Price Schedule - Goods Non-Firm Prices
3. SBD 04: Bidders Disclosure
4. Certificate of Acceptability (R638)

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

5. Valid Letter of Commitment:

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

or



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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)

6. QUALITY STANDARD CERTIFICATION AS LISTED BELOW.

- a. ISO 9001:2015 / SANS 9001:2015 "Requirement for Quality Management Systems" **or**
- b. SANS 10330:2020 "Requirements for Hazard Analysis and Critical Control Point (HACCP) System" **or**
- c. Food Safety System Certification FSSC 22000 v5.1 **or**
- d. ISO 22000:2019 "Food Safety Management Systems – Requirements for any organisation in the food chain"

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

STAGE 1D: FUNCTIONALITY EVALUATION

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per **Table 3** The Functionality Evaluation Scoring Table. For the supply and delivery of frozen vegetables, fish, chicken and chicken products to Gauteng Department of Health Institutions for a period of three years.



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

The minimum threshold score is **50 points out of 70 points** for functionality.

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

Table 3: Functionality Evaluation

| Criteria | Description | Values/Scoring | Weight |
|----------------------|--|---|-----------|
| 1. Company Reference | <p>Bidders must provide proof of signed testimonial letters of successfully completed projects performed not older than 10 years.</p> <p>The testimonial letter should indicate contract total value of at least R2 million from each contactable references in respect of food commodities such as perishables and non-perishables.</p> | <p>1) No proof of testimonial letter provided (0) 2) 1 testimonial letter signed (3) 3) 2 testimonial letter/s signed (6) 4) 3 testimonial letter/s signed (9) 5) 4 testimonial letter/s signed (15) 6) 5 testimonial letter/s signed (20)</p> <p>Proof must be in a company's official letterhead and must include the contact person, nature of service, telephone number and email address.</p> | 20 |



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| | | | |
|--|--|---|-----------|
| 2. Company Experience | Bidder/s to provide Award letters for different food supplies such as perishables and non-perishables | <ul style="list-style-type: none"> Below 2 years (0) 2 years of experience (5) 3 years of experience (10) 4 years of experience (15) 5 and more years of experience (20) <p>Note: Only full years will be considered for evaluation purposes</p> <p>Proof must be in a company's official letterhead and must include the contact person, nature of service, telephone number and email address.</p> | 20 |
| 3. Training of staff | Bidder to provide documented proof of staff training and development program to ensure competence and required expertise on the following elements: a. Food handling b. Personnel hygiene c. Customer service | <ul style="list-style-type: none"> No proof of staff training and development program provided (0) Proof of staff training and development program on 1 of the elements (10) Proof of staff training and development program on 2 of the elements (20) Proof of staff training and development program on 3 of the elements (30) | 30 |
| Total | | | 70 |
| Minimum Threshold | | | 50 |
| If a bidder does not meet the minimum threshold stated above the bid will be disqualified and not considered for further evaluation | | | |



TERMS OF REFERENCE FOR CONTRACT GT/GDH/087/2022 - FOR THE SUPPLY AND DELIVERY OF FROZEN VEGETABLES, FISH, CHICKEN AND CHICKEN PRODUCTS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

STAGE 1E: SITE VISIT- OFFICE EVALUATION AND SOURCE OF SUPPLY OR MANUFACTURE

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

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

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per **Table 4** The Site Visit Evaluation for the Supply and Delivery of Frozen vegetables, fish, chicken, and chicken products to Gauteng Department of Health Institutions for a period of 36 months.

The **minimum threshold score of 32 points out of 46 points** for site –office evaluation. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.



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Table 4

| Site visit -office evaluation | | | |
|---------------------------------|---|---|----------|
| Criteria | Description | Values/scoring | Weight |
| Human resource management | Proof of staff compliment | <ul style="list-style-type: none"> No proof of database or staff complement provided (0) No staff, but have a database of people ready for employment from recruitment agency suitable for this project (4) or Have staff including job description and signed contract/s of employment by employer and employees (7) | 7 |
| | Proof of staff that successfully completed training related to food handling and supplies | <ul style="list-style-type: none"> No evidence of staff training records (0) No trained staff but they have a plan on how they intend to induct/train new staff (1) or Have trained staff and attendance register, training manual for internal training on either of (customer care, complaints handling, identification and traceability or ordering process) (4) | 4 |
| Identification and traceability | Proof of products must be traceable and identifiable back to the manufacturer | <ul style="list-style-type: none"> No traceability and identification system in place (0) Explanation of how product will be identified and traced (1) Identification and traceability policy (2) | 6 |



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| | | | |
|------------------|--|--|----------|
| | Purchase order number should correlate with the delivery notes and invoice number) | <ul style="list-style-type: none"> Purchase order (order number, product description, quantity, delivery date) (1) Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (1) delivery invoice from the distributor (batch number, order number, product description, quantity) (1) (Invoices between manufacturer and distributor must correlate) | |
| Customer service | Effective means of communicating with the end user (order handling, amendments or any enquiries) | <ul style="list-style-type: none"> No means of communication (0) Telephone, cellular phone, facsimile/fax to e-mail or e-mail without a dedicated person (3) or Telephone, cellular phone, facsimile/fax to e-mail and e-mail available with a dedicated person (6) | 6 |
| | Proof to ensure customer satisfaction or that customer requirements are met | <ul style="list-style-type: none"> No customer feedback system in place (0) Explanation on how customer feedback will be implemented and monitored (1) A document template of customer survey or questionnaire that will be implemented to obtain customer feedback (2) Monthly meetings with the customer with records of minutes of the meeting (2) Four and more completed customer surveys or questionnaires (2) | 7 |



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| | | | |
|--------------------------|--|--|-----------|
| | Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventive action procedure | <ul style="list-style-type: none"> No documents for customer complaint handling in place (0) Explanation on how the customer complaints will be handled including turnaround time (2) Customer complaints procedure (2) Documented proof of corrective action and preventive action request form (2) Proof of completed and documented customer complaint with corrective action including preventive action (4) | 10 |
| Quality control | Bidder must provide documented proof for quality control programme / procedures ensuring compliance | <ul style="list-style-type: none"> No documented proof quality control for programme / procedures ensuring compliance (0) Template used to monitor compliance (1) Who will be responsible for overseeing compliance implementation and frequency (2) Outline key points monitored to ensure compliance to the specification, product requirement and regulatory requirements (3) | 6 |
| Total points | | | 46 |
| Minimum Threshold | | | 32 |

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



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Table 5:

| Source of supply or manufacture | | | |
|---------------------------------|---|--|----------|
| Criteria | Description | Values/scoring | Weight |
| Human resource management | Staff should be competent to do the work on the basis of education and training | <ul style="list-style-type: none"> No documented records of training in place (0) Yearly training schedule/plan (2) Attendance registers for completed employee training with details of the course (1) Certificates or assessment records (1) | 4 |
| Regulatory compliance | Bidder to provide regulatory compliance documents | Valid documents - all the listed: <ul style="list-style-type: none"> No documents in place COIDA, OHS compliance (0) COIDA (1) OHS compliance with evidence (minutes) (2) | 3 |
| Personal hygiene | Organization should have a documented personal hygiene policy | <ul style="list-style-type: none"> No personal hygiene policy in place (0) Documented Personal hygiene policy (2) Communicated to all food handlers through training and with reference to attendance register (2) | 4 |
| Purchasing process | Purchasing process (to ensure products comply to food safety management) | <ul style="list-style-type: none"> No purchasing process in place (0) Selection criteria (supplier questionnaire) (2) Approved supplier list (2) Supplier evaluation forms (2) | 6 |



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| | | | |
|--|---|---|----------|
| | Hygiene and food handling practices maintained / personal appearance | Food handling practices observed: <ul style="list-style-type: none"> No adherence to food handling practices (personal hygiene policy) & personal appearance (0) Observed adherence to personal hygiene policy (1) Personal appearance: <ul style="list-style-type: none"> Personnel protective clothing worn by all staff working in the process, clean and in good condition: gloves, disposable caps, sleeve protectors, freezer jackets, aprons and footwear (1) Records of daily monitoring of staff adherence to hygiene policy (1) | 3 |
| Transportation, receiving and dispatch | Transportation inspection records for cleanliness before stock loading. | <ul style="list-style-type: none"> No documented records for inspection of transportation (0) Transportation is inspected for cleanliness before stock loading and temperature is monitored and both registers is available for proof (2) | 2 |
| | Receiving and dispatch of products process | Receiving: (2 points) <ul style="list-style-type: none"> No records for receiving & dispatch of products: (no link of process and documentation from order, loading to dispatch) (0) | 4 |



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| | | | |
|--------------|--|--|----------|
| | | <ul style="list-style-type: none"> SOP for receiving in place including records (vehicle inspection-temperature & cleanliness, check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock) (2) <p>Dispatch: (2 points)</p> <ul style="list-style-type: none"> SOP for dispatch in place (order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed and stock is loaded and dispatched) (2) | |
| Housekeeping | Organization should have a pest control programme in place | <ul style="list-style-type: none"> No pest control programme in place (0) Standard Operating Procedure (1) Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file), Method of application & frequency, Pesticides used should be approved & MSDS, map of baiting station (all of the above should be available) (1) | 3 |



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| | | | |
|-------------------------|---|---|----------|
| | | <ul style="list-style-type: none"> Valid certificates of pest controllers registered from GDARD, monthly service records, corrective action where necessary and no evidence of pests (all of the above should be available) (1) | |
| | Organization should have cleaning programme in place | <ul style="list-style-type: none"> No programme in place (0) Standard operating procedure sop (2) Method of cleaning & cleaning frequency, equipment used, chemicals used, material safety data sheets should be approved and daily/ weekly cleaning checklist (2) | 4 |
| | Factory (overall cleanliness) should be up to standard and acceptable | <ul style="list-style-type: none"> Factory is kept in an untidy and unacceptable condition (0) Factory is kept in a semi tidy condition (not clean, neat or tidy and/or no clear segregation of rejected products (2) or Overall cleanliness of the Factory with reference to the SOP/cleaning programme and daily/weekly checklist (4) | 4 |
| Cold storage conditions | Cold storage | <ul style="list-style-type: none"> No records in place (0) Daily records of temperature monitoring (2) All products stored are on crates & labelled and first-in-first-out principle demonstrated with evidence (2) | 4 |



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| | | | |
|-------------------------|---|---|-----------|
| Packaging and labelling | All products should be packaged & labelled as per standards, food, cosmetics and disinfectants act, 1972 (act 54 of 1972) | <ul style="list-style-type: none"> No packaging and labelling policy in place (0) Packaging and labelling policy in place (1) Description of the product, name of the producer, special storage conditions, production date, best before date or use by date or sell by date, weight and batch identification (label must not be removable) (2) | 3 |
| Total points | | | 44 |
| Threshold points | | | 30 |

Note: any supplier scoring less than 30 points during this stage of evaluation shall be eliminated and not be considered for the next stage of the evaluation process.

Note that proof of documentation shall be required during the site visit

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the previous stages of evaluation will be considered for the Price and Preference Point System evaluation.

In terms of the preferential procurement regulation section 3. (a)(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

Bidders are referred to the SBD 3.2 and Annexure A for Pricing Schedules and the SBD 6.1 for the Preference Point System



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7 SPECIAL CONDITIONS OF THE CONTRACT

7.1 Indemnity

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

7.2 Content

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

7.3 Cession

All Cession of contracts will be implemented as per the PFMA SCM instruction NO. 8 of 2022/2023.

7.4 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.

7.5 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.



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7.6 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on “rendered on site” at the Gauteng Department of Health Central Office.

7.7 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.

7.8 Urgent Orders

Bidder must be able to handle unscheduled and urgent orders within 24 hours

8 The condition of the bid award

- a. The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- b. The tender will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100.
- c. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted Market price as stipulated in Regulation 6 of the PPR, 2017.
- d. Bidders are allowed to bid for any of the (3) districts as per Annexure A.
- e. The Gauteng Department of Health reserves the right to award per district.
- f. The Gauteng Department of Health reserves the right to award multiple districts to one bidder.
- g. The Gauteng Department of Health reserves the right to award per item.



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- h. Bidders are required to register with National Treasury Central Supplier Database.
- i. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- j. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender
- k. The Gauteng Department of Health will be awarding this tender per item per District in support of the TER procurement strategy to advance township economy.
- l. The successful bidder must be tax compliant at the awarding of the bid.

9 Deliveries

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

9.1 Delivery Period

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



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Or

- e. If the contractor fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, unless otherwise directed by the Department, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one- fourteenth percent (1/14%) thereof per day for the period of delay or to claim any damages or loss use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.

10 Fronting

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



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addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

11 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.

12 Contract period

The contract period shall be for 3 years with an option for renewal.

13 Validity Period

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

14 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.



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15 Third parties

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

16 Post award reporting

Historical Data:

All successful bidders may be 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

17 Completion Of Price Schedule

The bidders must complete the Price Schedule as follows:

- a. The bidders must complete the Price Schedule as follows:
- b. Completed Price Schedule document, referred to as the tender pack as well as an electronic copy in word format (PDF), captured and saved on a memory stick.
 - 1) SBD 3.2: Price Schedule – Goods Non-Firm Prices
 - 2) Annexure A: Price Schedule
- c. Hard Copy Format:

The original (hard copy) must be written clearly and legibly.

 - i. Soft Copy Format:
 - ii. The electronically (soft copy) must be submitted on a memory stick to the Gauteng Provincial Treasury Tender Office. The memory stick must be clearly marked with the Company Name and tender number.



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- iii. The Price Schedule in the Specification document format that is attached below must be completed in order to submit it in original.
- iv. The bidders must ensure that there are no discrepancies between the electronic (soft copies) saved on a memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- v. Each original bid with the memory stick must be submitted in a one, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.

Bidders may bid for any of the (3) districts as per Annexure A.

Bidders are required to cost per Kilogram as per Annexure A (pricing Schedule)

18 TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Mr. Tshifhiwa Mashamba

tshifhiwa.mashamba@gauteng.gov.za

Supply Chain queries must be emailed to:

Mr. Sheriff Lecholo

sheriff.lecholo@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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30. Applicable law
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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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)