

# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF HEALTH

**BID NUMBER: HEAL/046/25/MP**

**APPOINTMENT OF SERVICE PROVIDER(S) FOR  
SUPPLY AND DELIVERY OF PERISHABLE AND  
NON-PERISHABLE FOOD TO HOSPITALS AND  
INSTITUTIONS IN THE MPUMALANGA  
DEPARTMENT OF HEALTH FOR THE PERIOD  
OF THREE (03) YEARS**

ISSUED BY:

Department of Health  
Private Bag X11205  
**Mbombela**  
1200

**NAME OF BIDDER:** .....  
**TOTAL BID PRICE (all inclusive) :**.....  
**(Also in words):** .....  
.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH</b>					
BID NUMBER:	HEAL/046/25/IMP	CLOSING DATE:	09 June 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERISHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR THE PERIOD OF THREE (03) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, 1280 <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. <b>SIYABUSWA</b> Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. P Xaba		CONTACT PERSON	Mr. CS Sibiya	
TELEPHONE NUMBER	013 766 3256		TELEPHONE NUMBER	013 766 3202	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	phumzilex@mpuhealth.gov.za		E-MAIL ADDRESS	CecilS@mpuhealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **MPUMALANGA DEPARTMENT OF HEALTH**



**SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**



# APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERISHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS

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## **SECTION A- GENERAL SPECIFICATIONS / INFORMATION**

### **1. PURPOSE**

The Mpumalanga Department of Health intends to appoint reputable service provider (s) that will supply and deliver of perishable and non-perishable food to hospitals and institutions in the Mpumalanga Department of Health for a period of three (03) years.

### **2. SCOPE OF WORK**

The Department has hospitals and institutions that will from time-to-time basis require perishable and non-perishable food supplies. The appointed service provider (s) will be required to supply and deliver the required perishable and non-perishable food to the destination to be indicated as per the order. All perishable and non-perishable food supplies supplied to the hospitals and institutions should be according to the description specified on the pricing schedule and according to the quality and quantity requirements as mentioned on the special conditions of this bid. Prospective bidder (s) must bid on **ALL ITEMS** on the item list, as the tender could be awarded as a whole to one (01) bidder or more than one (01) bidder. The Department also reserves the right to award the bid in full or in part.

### **3. TERM OF CONTRACT**

This contract has the tenure of three (03) years subject to acceptable performance levels. The successful bidder (s) will be expected to enter into a contract with the Mpumalanga Department of Health. The contract will take effect upon a date specified by the department.

### **4. PRICING**

Tender prices are to include delivery cost to the relevant hospitals or institutions / or any other nominated destination. The prices of items must include all delivery costs such as packaging, off-loading and food handling. All prices must be inclusive of VAT.

### **5. ESTIMATES / QUANTITIES**

No quantities shall be reflected in the bid and no guarantee shall be given or implied as to the actual quantity, which shall be ordered. This shall be determined solely by the requirement of the respective hospital or institution. The Executive Council has resolved that, in order to bring meaning to radical economic transformation, the nutrition needs of government departments and entities should be served through a new model that will support the development of agriculture in the province.

The Government Nutrition Programme will use the massive procurement spend of government departments and entities to:

- ❖ Revitalise agriculture and the agro-processing value chain, Unlock the potential of SMMEs, Co-ops, township and rural enterprises, Support the development of emerging farmers;

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and increase local farmer production capacity in preparation for the commissioning of the Mpumalanga International Fresh Produce Market.

**This therefore means that items awarded on the government nutrition program will not be included in the award of this contract and any additional items on the programme will then be withdrawn from the contract.**

**6. VALIDITY PERIOD**

The bid will be valid for **180 days** from the closing date.

**SECTION B - BIDDING PROCESS IN TERMS OF PPPFA**

**7. PREFERENTIAL POINTS IN TERMS OF PPPFA**

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 90/10 preference point system in terms of which points are awarded to bidder (s) on the basis of: price and specific goals. A maximum of (10) points shall be awarded to a bidder/s in respect of specific goals.

Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation (3) points must be awarded to a tenderer for attaining their specific goal in accordance with the table below:

<b>THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER</b>	<b>NUMBER OF POINTS ALLOCATED (90/10 SYSTEMS)</b>
Women Owned	03
Persons living with a disability	01
Youth Owned	03
Black Owned	03

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**8. EVALUATION METHODOLOGY**

**8.1 GENERAL**

**The evaluation shall be conducted by the Bid Evaluation Committee as follows:**

- I. Administrative requirements – Phase 1
- II. Functionality – Phase 2 and
- III. Evaluation in terms 90/10 preferential point system – Phase 3

**8.2 EVALUATION PHASES**

**8.2.1 PHASE 1 - ADMINISTRATIVE REQUIREMENTS**

<b>SECTION</b>	<b>COMPULSORY RETURNABLE DOCUMENTS</b>	<b>ATTACHED YES / NO</b>
a.	SBD 1 - Invitation to bid	
b.	SBD 4 – Bidders Disclosure	
c.	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022	
d.	Fully completed pricing schedule	
e.	Proof of registration on Central Supplier Database (detailed report).	
f.	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. <b>The certificate must be valid by closing date of the bid.</b> The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable.	
g.	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employees.	
h.	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
i.	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
j.	Familiarize yourself and Initial every page of the General Condition of Contract.	

**BIDDERS MUST SCAN A FULLY COMPLETED BID DOCUMENT AND SAVE IT ON THE DISC OR MEMORY STICK. THIS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT**

**NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID.**

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

NO.	SUPPORTING RETURNABLE DOCUMENTS	ATTACHED YES / NO
a.	<p>Management and implementation (Business Plan) plan for the delivery of the food supplies. The implementation plan should provide information on the item listed below:</p> <ul style="list-style-type: none"> <li>• Details on how the hospitals and institution will receive the perishable and non-perishable food</li> <li>• The number and names of local suppliers (co-operatives / local business enterprises) to be contracted.</li> <li>• The contribution towards capacity building and micro enterprises especially those owned by women, people with disabilities and youth</li> <li>• How the bidder will contribute towards job creation for the community in the local municipality</li> <li>• How the bidder will respond to queries and provide customer support</li> </ul> <p>How will the bidder ensure the department gets value for money.</p>	
b.	<p>The bidder must be in position to demonstrate experience in the supply and delivery of perishable and non-perishable by attaching proof of service rendered not older than ten (10) years before this tender. Such experience should be accompanied by a confirmation letter from the relevant institution thereof. Bidder (s) who fails to attach the confirmation, his/her experience in the form of appointment letter (s), purchase order (s) or contract (s) will not be considered when allocating points for functionality.</p>	
c.	<p>Proof of availability of appropriate warehousing facilities within the service delivery area. Certified copies of certificate of acceptability of the premises from the Municipality should be attached. If the premises does not belong to the bidder or one of its directors, a lease agreement should be attached.</p> <p><b>The date on the certified copies must not be older than one (01) month by closing date of the bid.</b></p>	
d.	<p>A letter of good standing indicating rating from a registered financial institution (bank). The date on the letter must not be older than one (01) month by closing date of the bid.</p>	
e.	<p>Proof of availability of appropriate vehicles to enable delivery of perishable and non-perishable food to hospitals and institutions. Certified copies of vehicle registration certificates should be attached. If the vehicles do not belong to the company or one of its directors, a letter of intent to enter into a vehicle-leasing contract should be attached. Certified copies of vehicle registration certificates of the vehicles to be leased must be attached. The date on the certified copies must not be older than one (01) month by closing date of the bid.</p>	

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

**NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL NOT BE AWARDED POINTS FOR THE FUNCTIONALITY ITEMS**

**8.2.2 PHASE 2 – FUNCTIONALITY**

The BEC members shall individually evaluate the responses received and presentations made against the following criteria:

<b>CRITERIA FOR FUNCTIONALITY</b>	<b>POINTS</b>
<b>APPROPRIATENESS OF BUSINESS PLAN</b>	
<b>Management and implementation plan</b>  Detailed management plans with full particulars with regard to infrastructure and administration of operations offered for the efficient management of the contract. <ul style="list-style-type: none"> <li>• Logistic plan = <b>10 points</b></li> <li>• Contingency plan = <b>10 points</b></li> <li>• Contribution towards job creation = <b>10 points</b></li> </ul>	<b>30</b>
<b>RELEVANT EXPERIENCE IN THE SUPPLY AND DELIVERY OF GOODS/SERVICES (PERISHABLE AND NON-PERSHABLE FOOD)</b>	
Evidence of experience in providing food supply services in the form of an appointment letter, contract or a purchase order. These document (s) should be accompanied by a confirmation letter from the relevant institutions. <ul style="list-style-type: none"> <li>• 0 years = <b>0 points</b></li> <li>• 1 – 2 years = <b>5 points</b></li> <li>• +2 – 3 years = <b>10 points</b></li> <li>• +3 – 4 years = <b>20 points</b></li> <li>• 4 years and above = <b>30 points</b></li> </ul>	<b>30</b>
<b>CAPACITY TO DELIVER ON RELEVANT PROJECT</b>	
Proof of availability of appropriate vehicles to enable delivery of perishable and non-perishable foods to the hospitals and institutions. Certified copies of vehicle registration certificates should be attached.  In the absence of a own means of transportation, the bidder must have an original letter of intent from the owner showing availability of transport in an event that he/she is awarded the bid. Certified copies of vehicle registration certificates of the vehicles to be leased must be attached.  Points will be allocated as follows:	<b>20</b>

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<b>CRITERIA FOR FUNCTIONALITY</b>				<b>POINTS</b>
<b>Vehicle type</b>	<b>Vehicles owned and leased</b>	<b>Tick</b>		
<b>Insulated vehicle</b>	<b>10 points</b>			
<b>1-ton bakkie</b>	<b>10 points</b>			
<p>Proof of availability of appropriate office and warehouse to enable delivery of perishable and non-perishable foods to the hospitals and institutions. A certificate of acceptability of these premises from the local municipality should be attached.</p> <p>In the absence of a warehouse facility, the bidder must have an original letter of intent from the owner of a warehouse showing availability of warehouse facilities in an event that he/she is awarded the bid.</p> <p>Points will be allocated as follows:  Lease agreement or ownership of office and warehouse</p> <ul style="list-style-type: none"> <li>• Own office and own warehouse = <b>10 points</b></li> <li>• Leased office and leased warehouse = <b>10 points</b></li> </ul>				<b>10</b>
<p><b>LETTER OF GOOD STANDING FROM A BANK CONFIRMING RATING</b></p> <ul style="list-style-type: none"> <li>• A,B and C = <b>10 points</b></li> <li>• D = <b>8 points</b></li> <li>• E = <b>6 points</b></li> <li>• F = <b>0 points</b></li> </ul>				<b>10</b>

All bidders who scored the **minimum threshold of 70 points or above** shall advance to Phase II of the bidding process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further. **The Department reserves the right to verify the submitted information**

## **APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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### **8.2.2.1 CRITERIA FOR EVALUATING THE BID**

- i. The bidder must submit a business plan together with the bid document. The business plan should be a detailed proposal for the supply and delivery of perishable and non-perishable food and attach proof of his / her capacity to deliver on the project. It should demonstrate that the bidder understands the supply and delivery of perishable and non-perishable food in the service delivery areas (Clusters) for which they are bidding. The business plan should also provide information as well as attach documents on the items listed below:
  - An indication of the service delivery area applied for.
  - A detailed Logistic and Contingency plan on how hospitals and institutions will receive the perishable and non-perishable food supplies.
  - The number and names of local suppliers (co-operatives / local business enterprises) to be contracted. How the bidder will respond to queries and provide customer support.
  - How the bidder will ensure the Mpumalanga Department of Health gets value for money.
- ii. The bidder must have an office and a warehouse facility to store and package items prior to delivery to hospitals and institutions in the service delivery area. In the absence of warehouse facility the bidder must provide an Original Letter of Intent from the owner of the office and warehouse showing the availability of warehouse facility in an event that he / she is awarded the bid. A certificate of acceptability of these premises from the Local Municipality should be attached.
- iii. Delivery vehicles should comply with regulations pertaining to the Health Act, 1977 (Act No. 63 of 1977) as amended. The following vehicles must be used to transport food items below:
  - Fresh Vegetables must be transported in a clean vehicle to the extent that chemical, physical or microbiological contamination is prevented.
  - Pre-prepared vegetables must be transported in an insulated vehicle at a temperature of 7-10 degrees Celsius.

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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- Dairy product must be transported in an insulated vehicle at a temperature of 2-5 degrees Celsius.
- Red Meat must be delivered fresh at all times, no frozen red meat shall be received. Red meat must be transported in an insulated and refrigerated vehicle at a temperature 2-5 degrees Celsius.
- Frozen Chicken and other frozen products must be transported in an insulated and refrigerated vehicle at a temperature not exceeding (minus) -12 degrees Celsius.

**FRESH PRODUCE AND RED MEAT SHOULD NOT BE DELIVERED USING THE SAME VEHICLE.**

Any person who contravenes a provision of the above-mentioned regulations or allows such a contravention to take place shall be guilty of an offence as indicated on the relevant regulation.

- iv. The bidder must have the necessary financial resources to ensure that perishable and non-perishable food supplies of the highest quality is delivered. Letter of good standing from the bank must be submitted.
- v. The bidder must be in a position to demonstrate experience in the food supplies industry by attaching proof of service rendered.
- vi. The bidder must submit proof of human resource capacity to implement the project, attach CV's of key personnel.



**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

**9. PHASE 3 – EVALUATION IN TERMS OF THE 90/10 PREFERENTIAL POINT SYSTEMS**

Only the qualifying bids shall be evaluated further in terms of the 90/10 preference points system where **90 points will be used for price only and 10 points for specific goal.**

The final points to choose the preferred bidder shall be calculated as follows:

$$P_s = 90 \left[ \frac{1 - \frac{P_t - P_{\min}}{P_{\min}}}{P_{\min}} \right]$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration

$P_t$  = Comparative price of tender or offer under consideration and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer

<b>THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER</b>	<b>Number of points (90/10) system) to be completed by the organ of state</b>	<b>Number of points (90/10 system) to be completed by the tenderer</b>
Women Owned	03	
Persons living with a disability	01	
Youth Owned	03	
Black Owned	03	

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

\_\_\_\_\_  
**BIDDER SIGNATURE**

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

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**10. SECTION C: SPECIAL CONDITIONS OF CONTRACT**

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

**Special conditions:**

- a. Preference will be given to South African manufactured products.
- b. Official orders will be placed during the course of the contract period, as and when required.
- c. Tender prices are to **INCLUDE DELIVERY COST TO THE RELEVANT INSTITUTIONS AND/OR ANY OTHER NOMINATED DESTINATION**. The delivery price of items must include all delivery costs such as packing, off-loading, food handling.
- d. Value Added Tax (VAT) is to be **INCLUDED** in the tender price.
- e. Prices must be fixed for each of the one year (duration of the contract). Note that **NO** requests for **price escalations** will be considered.
- f. **Delivery** after receipt of an official order shall be **strictly within 48 hours**.
- g. Payment will be affected only after receipt of a detailed invoice and a signed delivery note to the nominated destination has been received.
- h. Prospective bidders must tender on **ALL ITEMS** on the Pricing schedule.
- i. The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder(s) or any other person that may result from or be related to the execution of this contract.
- j. The Mpumalanga Department of Health reserves the right to appoint or not to appoint service provider(s).
- k. The Mpumalanga Department of Health reserves the right to suspend / terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- l. The Mpumalanga Department of Health reserves the right to request further information from the bidder/s anytime.
- m. The Mpumalanga Department of Health reserves the right to verify information and documentation of the bidder/s.
- n. The Mpumalanga Department of Health reserves the right to make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the Mpumalanga Department of Health prior to the awarding of the contract.
- o. The Mpumalanga Department of Health reserves the right to inspect the operation and verify supporting documentations during the evaluation phase of the Bid.

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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- p. The Mpumalanga Department of Health reserves the right to invite short listed bidders to make presentations.
  - q. The Mpumalanga Department of Health reserves the right to appoint more than one service provider.
  - r. In the event that there are vast differences / discrepancies in the prices of the recommended bidders, the Department will request three (03) quotations from food wholesalers and use the averaged prices from the wholesalers therefrom. An acceptable mark-up will be added to the averaged prices to cover profit, transportation, and all other related costs.
  - s. Prospective bidder/s must bid on **ALL ITEMS** on the item list, as the tender could be awarded as a whole to one bidder or more than one bidder. The Department also reserves the right to award the bid in full or in part including split between perishable and non-perishable.
  - t. The Department reserves the right to conduct an inspection of the business premises (offices, vehicles, and warehouse) before and after awarding the bid.
  - u. The performance of bidders will be evaluated throughout the year. If progress is not satisfactory and the bidder is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.
  - v. If it is shown that errors or shortcomings exist within the bidder, the bidder shall be notified in writing and shall be required to perform corrective services to remedy such errors at no cost to the Department. Such errors or shortcomings shall be rendered within five (5) working days.
  - w. The Department reserves the right to reject services / goods / works that does not meet the required standard and to engage a different service provider to complete the work. The bidder shall be served with seven (07) days written notice for termination of contract in case of unsatisfactory performance.
  - x. Bidders committing similar errors for three (03) times within the financial year, shall have their contracts terminated.
  - y. All directors of companies will be subjected to verification if they are Government employees.
  - z. Award will be made per **CLUSTER**.

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**11. DEFINITIONS**

- a. "Clean" means free of dirt, impurity, objectionable matter, or contamination to the extent that a state of hygiene is attained.
- b. "Closed container" means a clean container that is impervious to liquid, leak proof and will protect the product therein from contamination under normal conditions of storage, handling and transport
- c. "Container" or "food container" includes anything in which / with which food is served, stored, displayed, packed, wrapped, kept or transported and in direct contact
- d. "Core temperature" means the temperature reading taken in the estimated Centre of the food
- e. "Facility" means any apparatus, appliance, equipment, implement, storage space, working surface or object used in connection with the handling of food
- f. "Food" means a foodstuff intended for human consumption as defined in section 1 of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
- g. "Food premises" means a building, structure, stall or other similar structure, and includes a caravan, vehicle, stand or place used for or in connection with the handling of food
- h. "Inspector" means a person contemplated in section 53(1) of the Health Act, 1977 (Act No. 63 of 1977)
- i. "Perishable food" means any foodstuff which on account of its composition, ingredients, moisture content and/or pH value and its lack of preservatives and suitable packaging is susceptible to an uninhibited increase in microbes thereon or therein if the foodstuff is kept within the temperature spectrum of 4°C to 65°C, and includes the perishable foodstuffs listed in Government Notice No. R1183 of 1 June 1990, as amended, excluding fruit and vegetables
- j. "Sample" means a portion consisting of one or more units depending on the situation in question, of a foodstuff, divided or undivided as described by Government Notice No. R.328 of 20 April 2007, of a larger quantity of a foodstuff, drawn by an inspector in terms of the provisions of these regulations and to be sent to a laboratory for testing / analysis
- k. "The Department" means the Mpumalanga Department of Health
- l. "Vehicle" means a train, trolley, wagon, cart, bicycle, truck, boat or aero plane and includes any other craft, vehicle or conveyance used in the handling or transport of food

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**12. PARTICIPATING FACILITIES**

**12.1 CLUSTER ONE (1)**

- Bernice Samuel Hospital
- Witbank Hospital
- Witbank TB Hospital

**12.2 CLUSTER TWO (2)**

- Impungwe Hospital
- HA Groove Hospital
- Waterval Boven Hospital
- Middelburg Hospital

**12.3 CLUSTER THREE (3)**

- Mmamethlake Hospital
- Kwamhlanga Hospital

**12.4 CLUSTER FOUR (4)**

- Carolina Hospital
- Ermelo Hospital

**12.5 CLUSTER FIVE (5)**

- Elsie Ballot Hospital
- Amajuba Memorial Hospital
- Piet Retief Hospital

**12.6 CLUSTER SIX (6)**

- Evander Hospital
- Standerton Hospital
- Standerton TB Hospital
- Bethal Hospital

**12.7 CLUSTER SEVEN (7)**

- Barberton Hospital
- Barberton TB Hospital
- Embhuleni Hospital

**12.8 CLUSTER EIGHT (8)**

- Rob Ferreira Hospital

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**12.9 CLUSTER NINE (9)**

- Mapulaneng Hospital
- Matikwana Hospital
- Tintswalo Hospital

**12.10 CLUSTER TEN (10)**

- Themba Hospital
- Bongani TB Hospital
- Mpumalanga Nursing College

**12.11 CLUSTER ELEVEN (11)**

- Shongwe Hospital
- Tonga Hospital

**12.12 CLUSTER TWELVE (12)**

- Sabie Hospital
- Lydenburg Hospital
- Matibidi Hospital

**13. PRODUCT SPECIFICATIONS**

All perishable and non-perishable products supplied under this contract should be in accordance with the specifications detailed in the document '**Specifications for perishable and non-perishable Foods – Volume 4' of 2011 (www.doh.gov.za)**, as well as the contract product item list.

**14. REGULATIONS**

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

**14.1 GENERAL**

- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ State Tender Board Regulations, Government Notice R.237 in Government Gazette no. 11382 of 1 July 1988.
- ❖ General conditions of tenders ST 36 and ST 37.
- ❖ Code of Practice of SABS 049-1965.

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- ❖ South African National Standard SANS 10049:200X, Edition 4 2007
- ❖ Quality Management Systems requirements SANS/ISO 900 of 2008
- ❖ Government Notice R1600 of 1983
- ❖ Government Notice R1931 of 17 August 1990
- ❖ Government Notice R918 of 30 July 1999 as Amended. (Health Act)
- ❖ Government Notice R952 of 6 August 1999
- ❖ Government Notice R328 of 20 April 2007
- ❖ Government Notice R146 of 1 March 2010 as amended
- ❖ Government Notice R1091 of 19 November 2010
- ❖ Government Notice R45 of 19 January 2012
- ❖ Government Notice R194 of 2 March 2012
- ❖ Government Notice R991 of 6 December 2012

**14.2 MEAT**

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

**14.3 FRUITS AND VEGETABLES**

- ❖ Agricultural products standards Act, 1990 (Act no. 119 of 1990).
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ R. 263 of 20 February 1970, as amended.
- ❖ R. 2208 of 10 November 1978, as amended.
- ❖ R. 537 of 11 April 1976, as amended.
- ❖ R. 2176 of 3 November 1978, as amended.
- ❖ R. 2119 of 27 October 1978, as amended.
- ❖ R. 2177 of 3 November 1978, as amended.

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- ❖ R. 2120 of 27 October 1978, as amended.
- ❖ R. 1137 of 13 June 1975, as amended.
- ❖ R. 295 of 26 February 1971, as amended.
- ❖ R. 126 of 17 January 1975, as amended.
- ❖ R. 701 of 3 April 1981, as amended.
- ❖ R. 1268 of 19 June 1981, as amended.
- ❖ R. 1978 of September 1984, as amended.

### **14.4 OTHER PERISHABLES**

- ❖ Agricultural products standards Act, 1990 (Act no. 119 OF 1990).
- ❖ Marketing Act, of 1968 (Act no. 59 of 1968) as amended.
- ❖ Government notice R. 577, Government Gazette of 15 March 1991.
- ❖ Dairy products Government notice R. 2581 on 20 November 1987, as amended.
- ❖ Government notice R866 of 15 August 2002.

## **15. CONTRACT ADMINISTRATION**

- a. Successful bidders must advise the Contract Management Unit, Mpumalanga Department of Health, immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. The administration and facilitation of the contract will be the responsibility of Contract Management Unit, Mpumalanga Department of Health.
- c. Orders will be placed by client hospitals that will be responsible for the payment to contractors for goods delivered and/or services rendered.

## **16. SAMPLE TESTING**

- a. Consignments (products) may be inspected on a batch to batch or lot for lot basis to ensure that the product complies with predetermined specifications.
- b. The Department may conduct random sample testing of any food product delivered under this contract. The cost of such sample testing will be payable by the Department.



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### **17. QUANTITIES, ORDERS AND DELIVERY**

- a. Delivery times (08H00 – 15H00) on Mondays to Fridays
- b. Dairy product
  - Transportation (insulated vehicle)
  - Temperature 2 - 5°c
- c. Red Meat
  - Transportation (insulated and refrigerated vehicle)
  - Temperature not exceeding 2 - 5°c
- d. Chicken and other frozen products
  - Transportation (insulated and refrigerated vehicle)
  - Temperature not exceeding minus twelve (-12°c)

### **18. DELIVERIES**

#### **18.1 DELIVERY ADHERENCE**

- a. All deliveries should take place between 08h00 and 15h00 during weekdays (Mondays to Fridays) as per arrangement with each individual institution; for the duration of the contract period.
- b. Delivery of products must be made in accordance with the instructions appearing on the official order forms emanating from the above-mentioned institutions placing the orders.
- c. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.
- d. In respect of items awarded to them, contractors must adhere strictly to the delivery periods quoted by them in their bids.
- e. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- f. All invoices should be delivered/posted to reach the institution that placed the order timeously. The invoices should be original and accompanied by proof of delivery.
- g. Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense.
- h. Delivery vehicles should comply with regulations pertaining to the Health Act, 1977 (Act No. 63 of 1977) as amended.

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**18.2 QUANTITIES AND ORDERS**

- a. The type and quantity of products required by institutions may fluctuate from one month to the other and is based on the facility's menu, seasonal availability and patient numbers; amongst other factors.
- b. Suppliers should under no circumstances deviate from the orders issued by the institutions.
- c. The State is under no obligation to purchase any stock, which is in excess of the ordered quantities of each item.

**18.3 QUALITY**

All products must be locally (RSA) manufactured/produced and where possible sourced from within Mpumalanga province.

**ONLY BRANDED PRODUCTS WILL BE ACCEPTED AND BIDDERS MUST SPECIFY THE BRAND NAMES OFFERED.**

The offers of bidders who fail to comply with this request will be invalidated. Furthermore, under no circumstances may brands or products other than those originally offered in terms of this bid be supplied during the contract period without prior approval from the Department.

**18.4 FOOD HYGIENE AND SAFETY**

Current and valid Certificate of Acceptability, as issued by local Authority, to be obtained for the food premises and vehicles used by the supplier; prior to commencement of the contract.

Environmental health officers employed by the Department of Health as well as Local Authorities may conduct inspections to food handling and storage facilities, as well as transportation vehicles; as per statutory regulations.

Delivery person must be appropriately clothed in accordance the relevant prescripts.

**18.5 MICRO-BIOLOGICAL REQUIREMENTS**

All food products shall be free from micro-organisms which grow and reproduce and/or produce toxins causing spoilage.

The product shall be free from all spores of *Clostridium botulinum* which must be successfully destroyed.

When a product is opened, it shall have the same colour, taste and smell as the original product when packaged.

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**19. PACKAGING AND LABELS**

- a. All deliveries made against this contract whether by road or rail are to be packed in containers, which will be acceptable for further dispatch by rail.
- b. Food packaging and product labels should comply with the foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) as amended
- c. All containers, packing and cartons must be clearly labeled and all products must be packed in acceptable containers, where applicable, specifically developed for the product.

**CONTAINERS**

**20.1. CONTAINERS**

- a. The function of a container for the products is to maintain the quality, safety and stability of its contents. Containers should withstand the mechanical hazards of handling transport to prevent leakage and provide an appropriate level of protection from environmental conditions. Ideally, the material of construction should have no chemical or any other effect on the products.
- b. Products are to be packed in suitable containers in such a manner as to ensure adequate protection against deterioration in storage from the effect of light or moisture. All products must be packed in acceptable containers, where applicable, especially development for the product.
- c. Containers must comply with regulations under the Foodstuffs, Cosmetics and Disinfectant Act of 1972 and the relevant Codex Alimentarius Standards and can include but not limited to a tin, can tetra pack, plastic bottle and sachet.

**20.2. INSPECTION AND ASSAY**

All deliveries to authorised participants will be subject to a visual examination, verification of weight/quantity and core temperature as relevant and scrutiny by the relevant participant or assay by a quality control laboratory.

**20.3. SHELF-LIFE**

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

Perishables: Upon delivery milk and milk products must have at least a 3 day shelf-life and bread at least 2 days.

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

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**21. ABBREVIATIONS**

The abbreviations used in the bid signify the following:

g            =        gram

kg           =        kilogram

ml           =        millilitre

L            =        litre

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

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**BIDDER SIGNATURE**

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**DATE**

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

**PRICING SCHEDULE**

**A. PERISHABLE FOODS**

**A.1. BREAD AND CONFECTIONERY**

ITEMS	UNIT OF MEASURE	BRAND NAME OFFERED	PRICE YEAR 1
<b>1.BREAD</b>			
1.1 White (700-800g)	Each		
1.2 Brown (700g-800g)	Each		
1.3 Whole Wheat (700g-800g)	Each		

**A.2. MILK AND DAIRY PRODUCTS:**

ITEMS	UNIT OF MEASURE	BRAND NAME OFFERED	PRICE YEAR 1
<b>2. DAIRY PRODUCTS</b>			
2.1 Cheese, Cheddar	1 kilogram		
2.2 Margarine yellow brick	1 kilogram		
2.3 Margarine, yellow medium, spread tub	8g each		
<b>3. MILK PRODUCTS</b>			
3.1 UHT / long life milk – full cream	1 liter		
3.2 UHT / long life milk – 2%	1 liter		
3.3 Maas	500ml		
3.4 Yogurt ,Plain, full cream	100 ml each		
3.5 Yogurt fruit flavoured low fat sweetened	100 ml each		
3.7.a Mageu original	500ml		

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<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
3.7.b Mageu cream	500ml		
<b>4.Fresh eggs</b>			
4.1 Eggs, fresh, first grade, large	30 each (1 tray)		
4.2 Eggs, fresh, first grade, large	15 dozen		
<b>5. Meat fresh Class B</b>			
5.1. Bolo class B			
5.1.a Beef bolo class B ( maximum1-3mm layer of fat)	1 kilogram		
5.1.b Bolo cubed class B (20x20x20mm)	1 kilogram		
5.2 Chuck class B (cut in 120g portions)	1 kilogram		
5.3 Chuck cubed class B	1 kilogram		
5.4 Beef shin cubed	1 kilogram		
5.5. Mince beef: fat content must be less than 10% class B	1 kilogram		
5.6. Boerewors (portioned per 120g) fat content must be less than 10% class B	1 kilogram		
<b>6 fresh fruits (all 1<sup>st</sup> grade)</b>			
6.1. Apples	1 kilogram		
6.1.a Golden delicious, medium	1 kilogram		
6.1.b Pink lady, medium	1 kilogram		
6.1.c Starking Red medium	1 kilogram		

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<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
6.1.d Granny Smith, medium	1 kilogram		
6.2. Oranges, Navel, medium	1 kilogram		
<b>7.3. Pears</b>			
7.3.a Yellow, medium,	1 kilogram		
7.3.b Green, medium,	1 kilogram		
7.4 Peaches , yellow, medium	1 kilogram		
7.5 Nectarine , medium	1 kilogram		
7.7 Bananas, medium	1 kilogram		
7.7 Lemon, medium	1 kilogram		
7.7 Watermelon, large	1 kilogram		
7.9 Paw paw, medium	1 kilogram		
7.10 Grapes, green, seedless	1 kilogram		
7.11 Mango, ripe, medium	1 kilogram		
7.12 Naartjies	1 kilogram		
7.13 Avocado, firm, free from damages, medium	1 kilogram		
<b>8.Fresh vegetables (all 1<sup>st</sup> grade)</b>			
8.1 Potatoes, class 1 large	10 kilogram		
8.2 Beetroot, class 1 large	10 kilogram		
<b>8.3. Pumpkin</b>			
8.3.a White / crown pumpkin	1 kilogram		
8.3.b Gem squashes	1 kilogram		
8.3.c Butternut	1 kilogram		

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
8.4 Lettuce head	1 kilogram		
8.5 Green beans	1 kilogram		
8.6 Green peppers	1 kilogram		
8.7 Yellow peppers	1 kilogram		
<b>8.8 Garlic</b>			
8.8.a Crushed garlic	1 kilogram		
8.9 Cucumber, English	1 kilogram		
8.10. a Cabbage, green	1 kilogram		
8.10. b Cabbage, red	1 kilogram		
8.11 Sweet potatoes	1 kilogram		
8.12 Spinach	1 kilogram		
8.13 Tomatoes, ripe and firm	1 kilogram		
<b>8.14 Onions:</b>			
8.14.a Large	1 kilogram		
8.14.b Medium	1 kilogram		
8.15 Carrots, large	1 kilogram		
8.16 Mushroom button white	1 kilogram		
8.17 Baby marrow	1kilogram		
8.18 Celery	1kilogram		
<b>9.Chicken: Individually Quickly Frozen (grade A)</b>			
9.1 Thighs (120-150g per portion)	1 kilogram		



**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
9.2 Drumsticks (100 to 120g per portion)	1 kilogram		
9.3 Breast fillet, deboned, skinless (120-150g per portion)	1 kilogram		
9.4.Chicken Livers	1 kilogram		
<b>10. Frozen Vegetable</b>			
10.1 Broccoli, whole standard grade	1 kilogram		
10.2 Carrots, diced standard grade	1 kilogram		
10.3 Carrots roundels, standard grade	1 kilogram		
10.4 Baby carrots	1 kilogram		
10.5 Cut corn standard grade	1 kilogram		
10.6 Green beans, French cut, standard grade	1 kilogram		
10.7 Green peas, standard grade	1 kilogram		
10.8 Cauliflower, standard grade	1 kilogram		
10.9 Mixed Vegetables, Standard Grade: (peas, diced carrots, cut corn and green beans	1 kilogram		
10.10 Country Mix standard Grade ( 30% cauliflower florets, 20% Broccoli stalks, 40% carrots roundels and 10% French cut green beans	1 kilogram		
10.11 Stir-fry mix	1 kilogram		
<b>12. Frozen Fish</b>			
11.1 Hake fillets, without skin (110g portions)	1 kilogram		

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<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
11.2 Fish fingers crumbed (50g portion)	1 kilogram		
11.3 Hake portions without skin, (100 to 150g) batter coated oven ready	1 kilogram		
<b>12.1 Maize meal</b>			
12.1 a. Super white maize meal sifted	25 kilogram		
12.1 b. Super white maize meal sifted	50 kilogram		
12.2 Braaipap, similar or equal	12.5 kilogram		
<b>13.1 Mealie Rice</b>			
13.1 a. Mealie Rice White	10 kilogram		
13.2 b. Mealie Rice White	50 kilogram		
<b>13.3 Samp</b>			
13.3 a. Samp White	10 kilogram		
13.3 b. Samp White	50 kilogram		
<b>14.4 Sugar</b>			
13.4 a. White sugar	12.5 kilogram		
13.4 b. White sugar	25 kilogram		
13.4 c. Brown Sugar	10 kilogram		
13.4. d. Sugar sachets, brown	2000 x 5g		
13.4.e Artificial sweetener sachets	1000 sachets		
<b>14.5 Meat extract (stock) powder</b>			
13.5 a. Beef Flavours	1 kilogram		
13.5 b. Chicken Flavours	1 kilogram		

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<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
<b>13.6 Dehydrated soup powder</b>			
13.6.1 a. Cream of tomato	3 kilogram		
13.6.1 b. Cream of tomato	3 kilogram		
13.6.2 a. Minestrone	3 kilogram		
13.6.2 b. Minestrone	3 kilogram		
13.6.3 a. Cream of mushroom	3 kilogram		
13.6.3 b. Cream of mushroom	3 kilogram		
13.6.4 a. Hearty beef soup	3 kilogram		
13.6.4 b. Hearty beef soup	3 kilogram		
13.6.5 a. Cream of chicken	3 kilogram		
13.6.5 b. Cream of chicken	3 kilogram		
13.6.6 a. Thick vegetable	3 kilogram		
13.6.6 b. Thick vegetable	3 kilogram		
13.6.7 a. Oxtail soup	3 kilogram		
13.6.7 b. Oxtail soup	3 kilogram		
13.6.8 a. Brown onion	3 kilogram		
13.6.8 b. Brown onion	3 kilogram		
13.6.9 a. Beef vegetable	3 kilogram		
13.6.9 b. Beef vegetable	3 kilogram		
13.6.10 a. Beef and onion	3 kilogram		
13.6.10 b. Beef and onion	3 kilogram		
<b>13.7 Crackers and biscuits</b>			
13.7.1 Pro Vita	250g packet		

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<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
<b>13.7 Spreads</b>			
13.7.1 Honey	500g		
13.7.2.Peanut butter	3 kilogram		
13.7.3 Vegetable extract, spread e.g. Marmite similar equal	250g		
<b>13.8 Breakfast cereals</b>			
13.8.1 All Bran Flakes similar or equal	1 kilogram		
13.8.2 Weet Bix, similar or equal	800g		
<b>13.10 Breakfast porridges</b>			
13.10.1 Sorghum meal / maltabella - similar or equal	10 kilogram		
13.10.2 Oats, rolled	10 kilogram		
<b>13.11 Confectionery and desserts</b>			
13.11.1 Baking powder	1 kilogram		
13.11.2 Bicarbonate of soda	500g		
13.11.3 Cocoa	500g		
13.11.4 a. Custard powder	1 kilogram		
13.11.4 b. Custard powder	2.5 kilogram		
13.11.5 Corn flour	500g		
13.11.7 Instant yeast	10g sachet		
13.11.7 Vanilla essence	1 liter		
13.11.7 Jelly Crystals variety of flavours	1 kilogram		

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
<b>13.12.8 Sunflower oil</b>			
13.12.8 a. Sunflower oil triple refined	5 liter		
13.12.8 b. Sunflower oil triple refined	20 liter		
13.12.10 Cook & spray – similar or equal	300 ml		
<b>13.13 Condiments and spices</b>			
13.13.1 Chutney, fruit	3.7 kilogram		
13.13.2 Mayonnaise, lite	3 kilogram		
<b>13.13.3 Salt</b>			
13.13.3 Salt: iodated, table, fine	1 kilogram		
<b>13.13.4 Pepper, white, ground</b>			
13.13.4 Pepper, white pure, ground	1 kilogram		
13.13.5 Dried parsley	700 g		
13.13.7 Paprika	1 kilogram		
13.13.7 Curry powder, medium	1 kilogram		
13.13.8 Oreganum, dried	1 kilogram		
13.13.10 Chicken spice	1 kilogram		
13.13.11 Fish spice	1 kilogram		
13.13.12 Nutmeg	1 kilogram		
13.14.13 BBQ spice	1 kilogram		
13.14.14 Garlic Flakes	1 kilogram		
13.14.15 Mixed herbs, dried	1 kilogram		
13.14.17 Cloves, whole	1 kilogram		

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

ITEMS	UNIT OF MEASURE	BRAND NAME OFFERED	PRICE YEAR 1
13.14.17 Turmeric, ground	1 kilogram		
13.14.17 Cinnamon	1 kilogram		
13.14.18 Flavour enhancer -Aromat - similar or equal	1 kilogram		
13.14.20 Tomato Sauce	5 liter		
13.14.21 Mustard powder	1 kilogram		
13.14.22 Vinegar white	5 liter		
13.14.23 Worcestershire sauce	5 liter		
13.14.24 Salad Dressing, lite	2 liter		
13.14.25 Lemon Juice	2 liter		
13.14.27 Black pepper, ground	1 kilogram		
<b>13.15 Fish, tinned</b>			
13.15.1 Pilchards in tomato	420gram		
17. 15.2 Tuna in brine unsalted	1.7 kilogram		
<b>13.17 Pasta</b>			
13.17.1 a. Macaroni, without egg	500 gram		
13.17.1 b. Macaroni, without egg	10 kilogram		
13.17.2 a. Spaghetti, without egg	500g		
13.17.2 b. Spaghetti, without egg	10 kilogram		
<b>13.17 Rice</b>			
13.17.1 Rice white polished, parboiled long grain containing max 4% broken	10 kilogram		

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
<b>13.18 Legumes and pulses</b>			
13.18.1 Split lentils	1 kilogram		
13.18.2 Dried sugar beans	10 kilogram		
13.18.3 Dried butter beans	10 kilogram		
13.18.4 Lentils, dried, orange	1 kilogram		
13.18.5 Lentils, dried, brown	1 kilogram		
13.18.7 Split peas	1 kilogram		
13.18.7 Kidney beans	1 kilogram		
<b>13.19 Flour</b>			
13.19.1 Cake wheat flour	12.5 kilogram		
13.19.2 Whole wheat flour	5 kilogram		
<b>13. 20 Dried fruits</b>			
13. 20.1 Raisins, seedless	1 kilogram		
<b>13.21 Jam</b>			
13.21.1 a. Apricot jam, fine	A10		
13.21.2 a. Peach jam, fine	A10		
13.21.3 a. Mixed fruit jam	A10		
13.21.4 a. Strawberry jam	A10		
<b>13.22 CANNED FRUITS</b>			
13.22.1 Peaches Y.C cuts, canned in syrup	A10		
13.23.3 Fruit cocktail, canned in sugar syrup	A10		

**APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF PERISHABLE AND NON-PERSHABLE FOOD TO HOSPITALS AND INSTITUTIONS IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS**

<b>ITEMS</b>	<b>UNIT OF MEASURE</b>	<b>BRAND NAME OFFERED</b>	<b>PRICE YEAR 1</b>
<b>13.24 Canned vegetables</b>			
13.24.4 a. Tomato and onion mix	A10		
13.24.5 a. Tomato puree	A10		
13.24.6 a. Beans in tomato sauce	A10		
<b>13.25 Fruit juice</b>			
13.25.1 Orange juice concentrate	5 liter		
13.25.2 Granadilla juice concentrate	5 liter		
13.25.3 Mango juice concentrate	5 liter		
13.25.4 Tropical Punch juice concentrate	5 liter		
13.25.5 Litchi juice concentrate	5 liter		
13.25.7 Fruit juice, 100% pure, variety of flavours	200ml		
13.25.7 Apple juice 100% pure	1 liter		
<b>13.26 Coffee</b>			
13.26.1 Instant coffee - caffeine free	750 gram		
<b>13.27 Tea</b>			
13.27.1 Tea bags, Five Roses – similar or equal	200 each		
13.27.2 Rooibos, Fresh pack – similar or equal tea bags	170 each		



**Application for a Tax Clearance Certificate****Purpose**Select the applicable option .....Tenders ☐ Good standing ☐

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


**Particulars of applicant**Name/Legal name  
(Initials & Surname  
or registered name)Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

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

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender** (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender  year(s)**Particulars of the 3 largest contracts previously awarded**

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

**Audit**

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

If "YES" provide details


**Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

**Declaration**

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

**Notes:**

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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

SBD4

- 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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Owned	03	N/A		N/A
Persons living with a disability	01	N/A		N/A
Youth Owned	03	N/A		N/A
Black Owned	03	N/A		N/A

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	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)