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

Notes:

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

The Tendering System

The RFP Pack consist of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

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



Provincial Supply Chain Management

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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	Bid Commitment and Declaration of Interest	Page 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

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

- 2.2.1 If so, furnish particulars:

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

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

- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management


Special Conditions

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RFP NUMBER	
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CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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


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

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



TERMS OF REFERENCE

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY, AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, AND SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

Disclaimer
The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith.

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

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INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

1. BACKGROUND

The National School Nutrition Programme (NSNP) is one of the most important components of the Government Programme of Action, specifically assigned with the responsibility of addressing children's ability to learn whilst provided with nutritious meals. An action aligned with the Gauteng Department of Education's ("GDE's") strategic goal of improving the quality of learning and learner achievement. NSNP focus area, amongst others, is to provide nutritious meals to schools thereby enhancing the educational experience of the vulnerable school learners by alleviating short-term hunger, improved concentration, and ensuring development through nutrition.

Since NSNP key output is nutritious meals, the dry and perishable groceries provided must follow the Food Based Dietary Guidelines (FBDG) which provides a variety of food items including fruit and vegetables. A strong partnership is critical for the programme, in this vein, all stakeholders involved contribute towards the realisation of quality provision of nutritious meals to learners in primary, secondary, and special schools and identified learners across the Gauteng Province. The three main focus areas of NSNP are to:

- (i) provide nutritious meals to schools,
- (ii) facilitate food gardens and/or
- (iii) other food production projects in and around the school. Over and above, it is intended on:
 - a) Educating learners and the community at large about good nutrition.
 - b) Improve learner's active learning capacity and therefore, increase school achievement, attendance, and punctuality.
 - c) Promote healthy eating habits and a good lifestyle among learners, and
 - d) Encourage sustainable food production towards job creation and economic improvement.

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

2. LEGAL FRAMEWORK

The legislative framework will be applicable but not limited to the following:

- a. The Constitution of the Republic of South Africa, (Act 108 of 1996), as amended;
- b. Preferential Procurement Policy Framework Act 5 of 2000, as amended;
- c. Preferential Procurement Regulations of 2017; as amended;
- d. Public Finance Management Act (Act 1 of 1999) as amended;
- e. Treasury Regulations 1 April 2017, as amended;
- f. Broad-Based Black Economic Empowerment (B-BBEE) Act No, 53 of 2013; as amended;
- g. Promotion of Access to Information Act No 2 of 2000, as amended;
- h. Promotion of Administrative Justice Act No 3 of 2000, as amended;
- i. Protection of Personal Information Act No. 4 of 2013, as amended;
- j. Disaster Management Act No. 57 of 2002, as amended;
- k. National Education Policy Act No. 27 of 1996; as amended;
- l. The South African Schools Act No. 84 of 1996; as amended;
- m. Gauteng Schools Education Act No. 6 of 1995; as amended;
- n. Division of Revenue Act 3 of 2016 as amended;
- o. Agricultural Product Standards Act No. 119 of 1990; as amended;
- p. Food colorant - Government Notice Act No.1008 of 1996; as amended;
- q. Acids, bases and salts- Government Notice No.692 of 1997; as amended;
- r. General Hygiene requirements for food premises and transportation of food- Government Notice No R.1125 2003; as amended;
- s. Foodstuffs, Cosmetics and Disinfectants Act No.54 of 1972; as amended;
- t. National Health Act No. 63 of 1977; as amended;
- u. National Guidelines on School Nutrition Programme;
- v. Occupational Health and Safety Act, 1993 Act No 181 as amended;
- w. Road Traffic Act 93 of 1996 as amended;
- x. *Competition Amendment Act*, No 35 of 1999 as amended;
- y. Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food, R 638 of 22 June 2018; as amended
- z. Justice of the Peace and Commissioner of Oath Act 16 of 1963; as amended;

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

- aa. National Qualification Framework Act 12 of 2019 as amended;

3. PROJECT BRIEF

The appointed service provider(s) are expected to provide a service in the procurement, storage, supply, and delivery of dry and perishable groceries to primary, secondary, and other identified schools in Gauteng. The procurement, storage, supply, and delivery are aligned to GDE planning cycle on school nutrition which usually commences at the beginning of January of each year throughout the school calendar dates and is based on the number of identified learners at each school. In order to fulfil the requirements of the project, the service provider/s will be required to:

- a. Procure and provide dry groceries as prescribed in the NSNP guidelines (www.education.gov.za) to all GDE-identified schools.
- b. Procurement of fresh and quality perishable groceries (fruit and vegetables) as prescribed in the NSNP guidelines to all GDE-identified schools.
- c. Provide storage of dry groceries at storing facilities (warehouse) which is 1000m² minimum and should be used solely for the purpose of storing groceries intended for the school nutrition programme.
- d. Delivery and transportation of the dry and perishable groceries to GDE-identified schools.
- e. Ensure that the delivered dry and perishable groceries adhere to the Foodstuffs, Cosmetics, and Disinfectants Act and all relevant legislation.
- f. Deliver in line with the feeding calendar that will be provided by the GDE.

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

4. SCOPE OF WORK

The appointed service provider(s) will be expected to provide an end-to-end service in the procurement, storage, and delivery of dry and perishable groceries in all the GDE-identified schools in the 10 (ten) Districts allocated in this RFP. The service will be rendered to the 10 (ten) GDE districts namely;

TOTAL NUMBER OF LEARNERS PER DISTRICT

District	Total Number of schools	Total Number of Learners
Ekurhuleni North	102	115 010
Ekurhuleni South	138	188 300
Gauteng East	143	146 754
Gauteng North	37	34 407
Gauteng West	119	120 589
Sedibeng East	52	42 114
Sedibeng West	119	102 889
Tshwane North	116	116 067
Tshwane South	124	117 228
Tshwane West	135	134 887
	1085	1 118 245

4.1 Procurement of dry and perishable groceries

- a. The appointed service provider/s will be responsible for the procurement of dry and perishable groceries for provisioning to the allocated schools.

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

4.2 Packaging of dry groceries

- a. All handling and packaging must comply with all applicable legislative frameworks as amended.
- b. Packaging and labeling of all the groceries must adhere to the provisions as prescribed in the foodstuffs, cosmetics, and disinfectants legislation.
- c. All groceries must have ingredients and preparation instructions attached to the packaging.
- d. All groceries/ food supplies must be purchased from stated suppliers and cannot be repackaged or relabeled.
- e. All groceries/ food supplies must have a stamp or mark (indicating School Nutrition not for Resale) dis-consenting reselling of supplied food.
- f. All groceries must have a shelf life longer than five (5) months from the date of actual delivery to the school.
- g. All groceries must have the expiry date attached and labeled with clearly visible nutritional information.

4.3 Packaging of perishable groceries (Fruit and Vegetables/Fresh Produce)

- a. All handling and packaging must comply with all applicable legislative frameworks as amended.
- b. Fresh fruit and vegetables must be of Class 1/Grade A and must comply with the specification prescribed in the legislation stated above.
- c. The fresh produce must at all times be fit for human consumption.
- d. The packaging of fresh produce must meet the minimum standards as per packaging legislation to avoid legal and legislative non-compliance.
- e. The fresh produce of the same quality, cultivar, ripeness, size and colour may be packed in the same container.
- f. The fresh vegetables must be packed in containers and the containers marked in clear and legible letters and figures i.e., trademark or physical/postal address of the producer.
- g. The containers must at all times state the class of the fresh produce.

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4.4 Storage of dry groceries

- a. All storage must comply with all applicable legislative frameworks as amended.
- b. All dry goods are to be stored in a well-clean, pest-free, and properly ventilated warehouse.
- c. There should be clear demarcation and signage on the floor and shelves.
- d. Each warehouse should be equipped with proper equipment/tools to safely move dry groceries.
- e. The loading/packing equipment or tools must be of clean energy usage.
- f. There must be dedicated areas for packaging and storing of dry groceries.

4.5 Warehousing requirements

- a. All requirements for food premises must comply with all applicable legislative frameworks as amended.
- b. There must be electronic and physical security at the warehouse premises, which as a minimum requirement shall include the following:
 - o CCTV cameras,
 - o Alarm system,
 - o Fencing,
 - o Fire Sprinkler system, and
 - o Electronic forklift.
 - i. Forklifts must be safe for work and fit for the intended purpose;
 - ii. Forklift must be able to gain access to designated areas in a safe and proper manner;
 - iii. Only trained drivers will be allowed to drive the Forklift/s
 - iv. Forklifts will be parked in a safe demarcated area, a safe distance away from the foodstuffs;
 - v. Additional batteries shall be kept available for the contingent operation of the machinery.
- c. Warehouse facility should be a minimum of 1 000 m² (square meters) of floor space in the same property.
- d. Clear demarcation for walkways, machinery operation, packing, and storage of groceries.

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- e. Groceries and supplies shall be stored in a cool dry environment, never on the floor.
- f. Clear outlined systems/procedures to receive, store and dispatch of the groceries
- g. Proof of compliance with the Occupational Health and Safety Act.
- h. Valid Certificate of Acceptability affixed to the wall.

4.6 Distribution of dry groceries

- a. All handling and distributing of food must comply with all applicable legislative frameworks as amended.
- b. Dry groceries should be delivered once a month and a week in advance of the required delivery date for that month to schools
- c. Provide and arrange logistics related to loading and transportation of dry groceries, including loading, offloading, and the necessary equipment required to perform the same

4.7 Distribution of perishable groceries

- a. All handling and distributing of food / perishable groceries must comply with all applicable legislative frameworks.
- b. Perishable groceries (fruit and vegetables) must be delivered on a weekly basis on Tuesday at or before 10:00 a.m. to schools
- c. All fruit and vegetables should be delivered within the week in which it will be consumed /used. Fruits and vegetables must not be delivered on a Friday for the following week.
- d. Delivery cannot take place in retrospect i.e., in cases where there was no delivery of the fruit and vegetables in one week, the appointed service provider cannot replace the delivery of the previous week's consignment.

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4.8 Transportation requirements

- a. All items are to be transported under hygienically acceptable conditions and must comply with all applicable legislative frameworks.
- b. Service provider/s are required to use vehicles that are roadworthy and have a valid vehicle license in South Africa, for the duration of the validity period.
- c. The GDE will reserve the right to inspect the vehicles to ensure the type of vehicle is appropriate for the delivery of foodstuff.
- d. All drivers will be in possession of a valid South African driver's license as a minimum for the duration of the validity period.
- e. The service provider/s will be responsible to take out and maintain appropriate insurance to cover the risk of loss and damage of goods in transit, adequate vehicle insurance and/or accident cover and comprehensive third-party liability insurance at the time of the award.
- f. Minimum of 4 (2 tons) vehicles are required.

5. EVALUATION

The evaluation of the bids will be conducted as follows in line with the Preferential Procurement Regulation, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000 (PPFA).

5.1 Disqualification:

- a. The Department has issued two tenders that relate to the National School Nutrition Programme viz GT/GDE/105/2022 and GT/GDE/106/2022
- b. **Bidders are only allowed to bid for one tender.**
- c. Bidders that make submissions for both tenders will be disqualified from both processes.

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5.2 Stage 1A: Pre- Qualifying Criteria:

In compliance with the requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, Regulation 9, the service provider/s are required to comply with the minimum **30%** (thirty percent) **compulsory sub-contracting** provision to one or more of the following designated groups:

- a. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51% owned by black people;
- b. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51 % owned by black people who are youth;
- c. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51 % owned by black people who are women;
- d. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51 % owned by black people with disabilities;
- e. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51 % owned by black people living in rural, underdeveloped or township areas;
- f. A cooperative which is at least 51% owned by black people;
- g. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) which is at least 51 % owned by Black people who are military veterans.

- 5.2.1 In order to demonstrate its proper compliance with the above pre-qualification, the following information must be submitted at the time of closing of the tender as part of the bid submission. A bidder that fails to meet the pre-qualifying criteria / subcontracting requirements stipulated herein will be disqualified and eliminated from the further evaluation:

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- 5.2.1.1 Proof of a subcontracting agreement between the bidder and subcontractor signed by all parties involved. An acceptable subcontracting contract must at a minimum indicate the percentage split in terms of roles, responsibilities, and work allocation. These must be clearly defined in the subcontracting agreement
- 5.2.1.2 Bidders must submit proof of designated group status for their selected subcontractors as per indicated criteria above.
- 5.2.1.3 A valid B-BBEE certificate issued by CIPC or SANAS accredited Agency or valid sworn affidavit (in line with Justice of the Peace and Commissioner of Oath Act, Act 16 of 1963) as published by the Department of Trade and Industry in terms of the Broad-Based Economic Empowerment Codes of Good Practice. The GDE reserves the right to verify the information declared in the sworn affidavit. A Sworn Affidavit must be signed by the deponent and attested by the Commissioner of Oath on the same date.
- 5.2.1.4 In case of sub-contracting EME/QSE owned by disabled black people, Letter from a Medical Professional confirming the nature of disability for the Directors of the company.
- 5.2.1.5 In case of sub-contracting with EME/QSE owned by Military Veterans, copy of letter of Military Veterans confirmation of registration on the National Military Veterans database issued by the Department of Military veterans((DMV)/ CSD report indicating MV status
- 5.2.1.6 In case of sub-contracting with EME/QSE owned by black people living in rural underdeveloped or township areas, a municipal letter or lease agreement (Lease must be valid and be signed by both the lessor and the lessee) confirming the address of the directors.
- 5.2.1.7 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide a full description of a subcontractor.

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A Bidder that fails to meet the above pre-qualifying criteria will be disqualified.

5.2.2 To support bidders, a report containing a list of potential subcontractors may be drawn by accessing the following link **www.csd.gov.za** or any designated subcontractors on the CSD, however, your use of any of these subcontractors will not dilute your obligation to manage, train and oversee the services of the subcontractor, as if it is performed by yourself.

5.3 Stage 1B: Administrative Evaluation:

A paper-based administrative evaluation will be carried out on all the bids received and if any of the under-mentioned documents are not signed and attached such a bid will be eliminated from further evaluation

- a. Submission of a completed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- b. Submission of a completed and duly signed Bid Commitment and Declaration of Interest (Form RFP04).
- c. A letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) must be attached. The Certificate must be valid by the closing date of the Bid. The letter of intent to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification.
- d. Certified Valid Certificate of Acceptability (COA) (R638 of 22 June 2018 as amended. The COA shall clearly indicate the address of the proposed warehouse from where the service provider will perform the services required under this RFP.
- e. Letter of support from the supplier guaranteeing the supply of groceries (it should be signed and on the letter head of the supplier).
- f. Submission of OHS certificate in the Bidders' name if owned or lessor name if the warehouse is leased (with proof of lease or intent to lease).

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- g. Proof of Financial Capacity for a period of three (3) months of R3 000 000.00 with a Bank Confirmation Letter that affirms a steady financial capacity for at least 3 months or Proof of other sources of funding if any, the bidder intends on utilizing. (e.g., financial institutions or accredited financial institutions confirming the financial resources allocated that the successful bidder may be able to access once in possession of a letter of acceptance or letter from an investor with proof of funds by the investor). The GDE reserves the right to verify the authenticity of the documents provided.
- h. Proof of ownership for an adequate and satisfactory Warehouse facility that complies with regulation R 638, dated 22 June 2018, of the Department of Health, with a minimum of 1000m² or proof of leasing agreement if outsourcing or a letter of intent.

**Additional Documentation Requirements for evaluation purposes only:
(Not eliminating criteria)**

- a. Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party (Bidders must be registered on CSD before submitting before or on the closing date of this tender).
- b. A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a Tax Compliance Status Pin for each party (Tax Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive/non-compliant Tax Status).
- c. Valid B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) or
- d. Valid original sworn affidavit or valid copy issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act) or

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- e. Valid B-BBEE certificate issued by CIPC in line with B-BBEE Practice Guide 01 of 2018.
- f. In case of a consortium or joint venture a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted and it must include the tender number.
- g. Bidder are required to register on the Electronic Invoice System (EIS) by sending e-mail to P2PSupport@gauteng.gov.za.

5.4 Stage 1(C): Functionality

A paper-based functionality evaluation will be carried out on all shortlisted bids. Bids that score less than points out of **100** for **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified. Service provider(s) who meet the minimum functionality score of **80** (paper-based evaluation) will be legible to move to the next stage of evaluation.

NUMBER	CRITERIA	SCORE
1.	<p>1. The service provider shall clearly demonstrate its capacity to Deliver:</p> <p>1.1 A <u>Project plan</u> that will illustrate the procurement, packaging, storage, and delivery of dry groceries and perishable goods according to the NSNP food specifications and guidelines outlining the following (20)</p>	30

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NUMBER	CRITERIA	SCORE
	<p>To obtain full marks, you need to comply with the below criteria.</p> <ul style="list-style-type: none"> a. Sourcing of Dry Groceries – an indication of how, where, and when the commodities will be sourced from (5) b. Sourcing of Perishables – an indication of how, where, and when the commodities will be sourced from (5) c. Detailed quality assessment plan including the remedies of defective goods that complies with Health and Safety Standards (10) <p>1.2 Contingency Plan (10)</p> <p>Provide a plan that mitigates against the following risks:</p> <p>To obtain full marks, you need to comply with the below criteria,</p> <ul style="list-style-type: none"> a. A comprehensive demonstration of how suppliers are going to overcome any shortage of foodstuff/commodities from suppliers (3) b. A comprehensive demonstration of how suppliers are going to deal with community unrest during delivery (2) c. A comprehensive demonstration of how suppliers are going to deal with vehicle breakdowns (3) d. A comprehensive demonstration of how suppliers are sourced and selected through a fair and transparent procurement process to readily support and mitigate defective delivery (2) 	

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NUMBER	CRITERIA	SCORE
2.	<p>2.1 Delivery, Logistics (20)</p> <p>Logistics - Availability of vehicles for delivery.</p> <p>Provide vehicles (minimum 2 -tons) conforming to the minimum standards of Regulations R638 of 22 June 2018, of the Department of Health for the freight compartment of vehicles that will be used for the project with all the required documentation (certified copies of proof of vehicle registration in the name of the bidder/director of the company or proof of leasing agreement in case of leased vehicles or letter of intent to lease) as indicated below under vehicles:</p> <ul style="list-style-type: none"> a. 6 or more two-ton Vehicles (10) b. 5 two-ton Vehicles (8) c. 4 two-ton Vehicle (4) d. No vehicle or less than 4 two-ton vehicles (0) <p>Drivers:</p> <p>Bidders shall provide a proposed process of vetting and appointment of drivers with valid licenses as follows:</p> <ul style="list-style-type: none"> (a) Vetting process (5) (b) Procedure followed in the appointment of drivers with valid driver's licence (5) 	20

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NUMBER	CRITERIA	SCORE
3.	<p>3.1 Human Resource Capacity (Submit CVs as proof of relevant skills and experience) (20)</p> <p>To obtain full marks, you need to comply with the below criteria:</p> <p><u>One Logistic Manager (Experience) – (10)</u></p> <ul style="list-style-type: none"> a. 5 or more years of experience in Logistics Management as a manager (10) b. 2 and above but less than 5 years of experience in Logistics Management as a manager (5) c. Less than 2 years' experience in Logistics Management as a manager (0) <p><u>One Assistant Logistics Manager (Experience) – (10)</u></p> <ul style="list-style-type: none"> a. 5 or more years of experience in Logistics Management as an assistant manager (10) b. 2 and above but less than 5 years of experience in Logistics Management as an assistant manager (5) c. Less than 2 years' experience in logistics management as an assistant manager (0) <p>Failure to provide a relevant CV will result in a <u>zero score</u>.</p> <p>NB: Misrepresentation may result in disqualification</p> <p>Attach a certified copy of a valid Drivers' license and CV</p> <ul style="list-style-type: none"> a. 6 or more CVs of drivers with a copy of a valid South African valid drivers' license (10) b. 5 CVs of drivers with a copy of valid of South African drivers' license (8) c. 4 CVs of drivers with a copy of a valid South African drivers' license (6) 	30

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NUMBER	CRITERIA	SCORE
	GDE reserves the right to vet/conduct security checks on the appointed drivers	
4.	<p>4.1 Relevant Company Experience (20)</p> <p>In order to obtain full marks, you need to comply with the below criteria.</p> <p>Provide a letter of reference on client letterheads, not more than five years old indicating successfully completed at least three years of similar projects reflecting experience in the food supply. Reference letter on the letterhead of the company providing reference to be signed by duly authorised official for the company providing reference with date, signature and contact details of official providing reference as well as the year in which the service was provided:</p> <ul style="list-style-type: none"> a) 3 or more years (20) b) 2 and above but less than 3 years (15) c) 1 and above but less than 2 years (10) d) less than 1 year (0) 	20
MINIMUM THRESHOLD FOR FUNCTIONALITY		80
TOTAL		100

Note: Bidders scoring less than **80** points would not be considered for the next stage of evaluation.

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5.5 Stage (1D): Site Visits:

This section will look at confirmation of the availability of the following:

CRITERIA FOR SITE VISITS	POINTS
<p>Confirmation and Verification of the following (35)</p> <p>In order to obtain full marks, you need to comply with the criteria –</p> <ul style="list-style-type: none"> a) Verify the size of Warehouse facility of a minimum of 1000 m² floor space and should be within the same property (5) b) Verify compliance with regulation R638, dated 22 June 2018, of the Department of Health and the COA issued, should be displayed in a place of food premises (5) c) OHS certificate for owned, leased, or intend to lease a warehouse in the name of the owner or the lessor (5) d) Verify the physical floor plan with clear demarcations and warehousing protocols in line with the submitted floor plan (5) e) Verify electronic and physical security in the form of CCTV cameras, alarm system, fencing and fire sprinklers and should be functional (5) f) Functional Electronic Forklift (5) g) Minimum two (2) two-ton Vehicles (5) 	35
MINIMUM THRESHOLD	35
TOTAL	35

Note: Bidders scoring less than **35** points would not be considered for the next stage of evaluation.

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6. FORMAT OF THE SUBMISSIONS

Each RFP shall comprise of one envelope with the following, bound and clearly indexed:

Section A	Pre-Qualification Criteria
Section B	RFP Pack (Complete RFP pack with all pages
Section C	Administrative Evaluation Requirements
Section D	Functional Evaluation Criteria

7. TERMS AND CONDITIONS

7.1 Disqualification:

- a. The Department has issued two tenders that relate to the National School Nutrition Programme viz GT/GDE/105/2022 and GT/GDE/106/2022
- b. Bidders are only allowed to bid for one tender.
- c. Bidders that make submissions for both tenders will be disqualified from both processes.

7.2 Successful Bidder(s) must be in a position to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings when required.

7.3 Service provider(s) should keep track and monitor delivery schedules as provided by GDE.

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- 7.4 The service provider shall ensure strict compliance with the delivery schedule issued by the GDE, from time to time.
- 7.5 GDE reserves the right to reject work that does not meet the required standard and engage an alternative Service Provider to complete the work. GDE shall serve thirty (30 days written notice for termination of the contract in the case of
- 7.6 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service, following due process
- 7.7 Successful bidder(s) will be profiled and vetted before and after the appointment.
- 7.8 GDE reserves the right to appoint more than one service provider
- 7.9 Neither this RFP nor the bidders' own standard terms, together or apart will comprise the contract. The final negotiated contract shall only be executed in writing by both parties signing and returning.
- 7.10 The bidder's proposal shall be deemed to be in accordance with the conditions detailed in this RFP, the TOR, and the National Treasury General Conditions of Contract (GCC's).
- 7.11 Bidders' own standard terms shall not be accepted and therefore should not be referred to or attached to the proposal.

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- 7.12 A contract will be awarded to the successful bidders for the Procurement, Storage, Supply and Delivery of Dry Groceries & Perishables for the “No Fee” Paying Primary and Secondary Schools, Departmentally Identified Learners in Fee Paying Schools and Special Schools in Ten (10) Districts in Gauteng Province for a Period of Three (3) Years.
- 7.13 Successful Bidder(s) must be in a position to commence work as and when required. Particular projects/services will be initiated by means of written instructions to the successful Bidder(s), when required.
- 7.14 GDE reserves the right to decrease or increase the number of pupils stipulated on the contract any point in time of necessary
- 7.15 Should there be any alarming report or threat to food safety, GDE reserves the right to consult and enlist the services of Gauteng Department of Health (GDH) to conduct food testing.
- 7.16 All proposals received by the GDE will be treated as confidential. The GDE will not disclose any aspect of the proposal to third parties for any reason other than to enable the GDE to adjudicate the proposals received under this RFP.
- 7.17 Proposals will not be opened in public due to high volumes of bid proposals anticipated.

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- 7.18 Each bidder partaking in this process undertakes to keep and hold secret and confidential any and all information contained in this RFP and not to disclose the same to any third party other than those necessarily required to assist the bidder in the submission of the proposal.
- 7.19 Any bidder who directly or indirectly; or who is perceived to canvass an officer, member, employee or agent of the GDE concerning the selection and/or the RFP process shall be immediately disqualified.
- 7.20 Similarly, any bidder who engages in an activity that may be regarded as collusive and/or anti-competitive behaviour, shall be immediately disqualified.
- 7.21 The GDE condemns any form of “fronting” and the GDE’s Evaluation committee, in ensuring that bidders conduct themselves in an honest manner will, as part of their evaluation processes where applicable conduct or initiate the necessary enquiries and / or investigations to determine accuracy of representations made in the respective bids. The onus remains with the bidder to prove that fronting does not exist.
- 7.22 Upon award bidders will be requested to provide documents of drivers as proposed on their bid document or provide drivers with the same experience in order to eliminate potential risk of appointing same drivers for different bidders.
- 7.23 The GDE encourages the Bidders to use black local farmers and it is the Bidders responsibility to ensure good quality product and reasonable pricing.
- 7.24 The stage at which the tender is, (in terms of evaluation) at the time of validity, extension would determine which bidders should be invited to extend and such bidders will be communicated to in writing.

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8. TIME FRAMES

OUTPUTS	PERIOD
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9. PENALTIES/WARRANTIES

- 9.1 If it is shown that errors or shortcomings exist within the service provided, the bidder(s) shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to GDE.
- 9.2 GDE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 9.3 GDE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.
- 9.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

inspection as well as the cost of any losses incurred by GDE associated with such non-compliance.

10. INSTRUCTIONS FOR THE PROPOSAL

- 10.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2 GDE requires a clear, concise and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.3 Proposals must be compiled in the following manner (non-compliance may eliminate your bid):
- a. Clear indexing of the proposal content must be included
 - b. One (1) original proposal (marked "original") must be submitted
 - c. One (1) copy of the proposal (marked copy) must be submitted
- 10.4 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:
- a. Description of proposal
 - b. RFP Number
 - c. Closing date and time
- 10.5 In the case of Joint Ventures, proposal must contain
- a. Teaming Agreement
 - b. Copy of valid consolidated B-BBEE certificate and CSD report.
- 10.6 Tender Costs
- a. The Bidder will be liable for all costs incurred in response to this request.

INVITATION TO SERVICE PROVIDERS FOR THE PROCUREMENT, STORAGE, SUPPLY AND DELIVERY OF DRY AND PERISHABLE GROCERIES FOR THE PRIMARY, SECONDARY, SPECIAL SCHOOLS AND IDENTIFIED LEARNERS IN 10 (TEN) DISTRICTS IN THE GAUTENG PROVINCE FOR A FIXED TERM PERIOD OF THREE (3) YEARS

10.7 Late Submissions,

- a. Proposals submitted after the specified closing date and time will not be considered.

11. DECLARATION

I / We the undersigned hereby declare that I / We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:

Name of contact person:

Capacity:

Signature: **Date:**



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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


28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:


- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	10


1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration


P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?

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

(v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups. (As per Preferential Procurement Regulations 2017)


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8 DECLARATION WITH REGARD TO COMPANY/FIRM

 8.1 Name of company/firm

 8.2 VAT registration number

 8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium

- One person business/sole propriety

- Close corporation

- Company

- (Pty) Limited

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer

- Supplier

- Professional service provider


- Other service providers, e.g. transporter, etc.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

 8.7 Total number of years the company/firm has been in business?

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

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

DATE:

ADDRESS:

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1	
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2	
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