

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

Notes:

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

The Tendering System

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

Training sessions

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

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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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ 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.



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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											



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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

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?		Y				N			
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).		Y				N			
If no, furnish reasons for non-submission of such proof									
10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?		Y				N			
If YES, furnish particulars									
10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?		Y				N			
If so, furnish particulars									



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



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Declaration of Bidder's Past Supply Chain Management Practices

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name, Position & Signature of Bidder

DATE:

ADDRESS:



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

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

- Stage One–

- Stage Two–

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	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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

	GDSD SUPPLY CHAIN MANAGEMENT	
	SPECIFICATION FOR DIGNITY PACKS	Page: 1 of 24

**THE SUPPLY AND DELIVERY OF DIGNITY PACKS TO THE
GAUTENG DEPARTMENT OF SOCIAL DEVELOPMENT FOR
A PERIOD OF TWO (2) YEARS**

 GAUTENG PROVINCE SOCIAL DEVELOPMENT REPUBLIC OF SOUTH AFRICA	GDSD SUPPLY CHAIN MANAGEMENT	
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	GDSD SUPPLY CHAIN MANAGEMENT	
	SPECIFICATION FOR DIGNITY PACKS	Page: 3 of 24

1. THE PURPOSE OF THE PROJECT

To provide dignity packs to identified girl learners in targeted schools in Gauteng for a period of two (2) years.

2. BACKGROUND

The Honorable President of the Republic of South Africa announced in the year 2011 state of the nation address that government should provide sanitary towels to indigent women.

The former Gauteng Department of Health and Social Development (GDHSD) was mandated to develop and implement a plan for the roll-out and provision of sanitary towels to indigent women, in particular young girls in schools.

In translating the mandate, the Department enhanced the package to include critical toiletries required by women and young women. Thus, the Department has undertaken to roll out a programme which provides sanitary towels and basic toiletries to orphaned and vulnerable girl children in schools.

In May 2011, the Gauteng Department of Social Development (GDSD) in consultation with the Department of Education started distributing sanitary towels to the identified no fee paying/disadvantaged schools across the 15 Education Districts, targeting orphaned and vulnerable girl children.

The project was officially launched on the 31st August 2011. To date, more than 2.5 million dignity packs have been distributed through the programme. For two (02) years, the Department intends to distribute 3.5 million dignity packs to orphaned and vulnerable girl children within no fee paying/disadvantaged schools across the 15 Education Districts in Gauteng.

3. TARGET OVER A PERIOD OF TWO (2) YEARS

YEAR ONE	
TARGET	DISTRIBUTION NUMBERS
MONTHLY TARGET	148 000
QUARTERLY TARGET	444 000
ANNUAL TARGET	1 776 000
YEAR TWO	
TARGET	DISTRIBUTION NUMBERS
MONTHLY TARGET	148 000
QUARTERLY TARGET	444 000
ANNUAL TARGET	1 776 000

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3.1 NUMBER OF DIGNITY PACKS TO BE DISTRIBUTED PER REGION FOR A TWO (2) YEAR PERIOD

REGION AND ANNUAL TARGET	ANNUAL TARGET	QUARTERLY TARGET	MONTHLY TARGET	NUMBER OF SCHOOLS
Johannesburg	390 720	97 680	32 560	323
West Rand	266 400	66 600	22 200	187
Ekurhuleni	355 200	88 800	29 600	311
Sedibeng	266 400	66 600	22 200	165
Tshwane	444 000	111 000	37 000	334
Albinism Packs (Johannesburg only)	53 280	13 320	4 440	One delivery point (154 Ndlovu Road Zone 5 Meadowlands)
TOTALS	1 776 000	444 000	148 000	1 320

4. APPLICABLE STATUTORY AND REGULATORY DOCUMENTS

- Foodstuffs, Cosmetics and Disinfectants Amendment Act, 1972 (Act 54 of 1972) as amended
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended
- The Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement
- Policy Framework Act, 2000 (Act No 5 of 2000)
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- The Constitution of the Republic of South Africa, 1996.

4.1 NATIONAL STANDARDS

- **SANS 235:2018: General purpose pure soap** (specifies requirements for soap for general cleaning, for dish washing and laundry use, and for personal hygiene)
- **SANS 1302:2008: Toothpaste** (covers the requirements for toothpastes (fluoridated and non-fluoridated) intended for use with a brush in the cleaning of natural teeth)
- **SANS 1043: 2021: Sanitary towels** (covers the manufacturing and performance requirements for four types of disposable sanitary towels for external use)

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- **SANS 1557:2019 Sunscreen products** (specifies requirements for topically applied cosmetic products claiming sun protection properties, and provides a basis for the evaluation of such products in accordance with performance criteria)
- **SANS 1887-1:2015 Tissue paper – General requirements** (specifies the general requirements and test methods for, and conditioning of tissue paper and tissue products)
- **SANS 1887-2:2015 Tissue paper – Toilet paper** (covers four grades of creped toilet paper supplied in rolls, and their material and dimensional requirements, inspection, packaging and marking requirements, and methods of test)
- **SANS 695:2021 Plastic carrier bags and flat bags**
- **SANS 9001:2015/ ISO 9001:2015 Quality Management Systems -Requirements**

5. PRODUCTS AND SERVICE REQUIREMENTS

- a) Dignity packs to be delivered every month to each identified child with strict control measures to ensure accountability
- b) The dignity packs will be distributed to one thousand three-hundred and twenty (1320) schools across Gauteng
- c) The project is targeted towards:
 - Orphaned and vulnerable girl children in quintile 1, 2, and 3 schools and other prioritised schools as identified through community and household profiling.
 - Orphaned and vulnerable children living with albinism.

5.1 CONTENTS OF THE DIGNITY PACKS INCLUDE:

PRODUCT DESCRIPTION	UNIT
1. Bath soap	100g
2. Body lotion	200ml
3. Roll-on deodorant	50ml
4. Sanitary towels (with wings)	10 towels per pack
5. Toothpaste	100ml
6. Toilet paper (must be sourced from co-operatives) LIST OF APPROVED CO-OPERATIVES IS ATTACHED on PAGE 18	Single ply 500 sheets
7. Plastic carrier bags-pink virgin (small bags)	260mm X 440mm X 50 micron (to package loose items, each dignity pack must be sealed)
8. Plastic carrier bags - clear virgin (big bags)	650mm X 1100 X 60 micron (to package 20 sealed dignity packs and must be sealed)

Additional items for children living with Albinism beneficiaries:

PRODUCT DESCRIPTION	UNIT
1. Aqueous cream (fragrance free)	500ml
2. Lip balm	SPF 30, 7g
3. Sunscreen	SPF 30, 200ml

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5.1.1 BATH SOAP

5.1.1.1 Requirements

- a) The bath soap shall have been made in accordance with sound manufacturing practice, and shall be of an acceptable uniform make, shape and finish
- b) Shall be in a bar form, homogeneous and of firm consistency, when coloured, be uniform in shade
- c) Shall possess performance characteristics desired in the finished bar and that include:
 - Lathering properties,
 - Cleansing, hardness,
 - Conditioning and creamy characteristics
- d) Shall not be irritating to normal skin and it shall not contain ingredients in quantities that are toxic to human beings
- e) Suitable for all skin type including sensitive skin, rinses completely and leave the skin clean
- f) Must not dry nor crack the skin
- g) Maintain the skin's natural moisture barrier and hydration
- h) Mild and be gentle enough to use every day on both body and face
- i) Friendly to the environment
- j) Must be unscented as required by the Department.

5.1.1.2 Packing and marking

- a) Bath soap shall be supplied in suitable packages and be so wrapped as to prevent excessive drying out, contamination of the product and staining of the wrapper. The flaps of the wrapper shall be properly secured.
- b) Each bar soap be individually wrapped.
- c) The packages shall be packed in bulk containers that will protect the contents from damage and contamination during normal handling, transportation and storage.
- d) Only soaps of the same size, type and date of manufacture (or other batch identification) shall be packed together in a container and when relevant in a bulk container.

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements:

- a) The trade name or trademark of the manufacturer (or both)
- b) The name of the product
- c) The batch identification
- d) The mass of the contents in grams

5.1.2 BODY LOTION

5.1.2.1 Requirements

- a) The lotion shall have been made in accordance with sound manufacturing practice and shall have uniform (homogenous) consistency at the point of use. No separation or colour change
- b) The lotion shall be free from visible impurities which are not part of the intrinsic formulation of the product
- c) The lotion shall contain acceptable amounts of the ingredients necessary to effect the intended use as stipulated on the label.
- d) Shall not be irritating to normal skin and it shall not contain ingredients in quantities that are toxic to human beings
- e) The lotion shall be:
 - Mild and gentle for daily use on the body

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- Absorbed quickly to the skin
- Lightly fragranced
- Non-irritating, non-sticky and greasy
- Suitable for all skin type (normal, dry) including sensitive skin
- Formulated to moisturize, nourish, and protect the skin

5.1.2.2 Packing and Marking

- The product shall be packaged in suitable well-sealed containers that shall protect the contents and shall not cause any contamination or react with the product.
- Be supplied in strong package that will prevent breakage or leakage of the contents if contents are likely to expand during handling, transportation and storage
- The packaging should not react with its content
- Body-lotion should come in a pack size of 100ml.

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements

- The trade name or trademark of the manufacturer (or both)
- The complete address of the manufacturer
- The name of the product
- The batch identification
- Storage conditions
- Special warnings
- Manufacturing date

5.1.3 Roll-on deodorant

5.1.3.1 Requirements

- Shall have been made in accordance with sound manufacturing practice and to a standard of testing that will ensure the product is safe for the end-user
- Must have an effective formulation that will give protection against sweat and body odour for up to 24 hours. Must contain a light pleasant fragrance to mask a body odour
- The deodorant shall not contain ingredients in quantities that are toxic and cause harsh side effects to the skin. Alcohol-free, no colourants or preservatives
- Must be gentle on underarm skin, dry, smooth and fresh after feel and suitable for everyday use
- Must have been formulated for all underarm skin type especially for sensitive skin
- Must not cause underarm skin irritation and itchiness when applied
- The roller-ball should glide easily to ensure ease of application. Must have a smooth application surface to not experience scratching when you applied
- Roll-on bottle must easily dispense the content

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5.1.3.2 Packing and marking

- a) Be supplied in strong package that will prevent breakage or leakage of the contents if contents are likely to expand during handling, transportation and storage
- b) The packaging should not react with its content
- c) Roll-on should come in a pack size of 50ml.

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements

- a) The trade name or trademark of the manufacturer (or both)
- b) The complete address of the manufacturer
- c) The name of the product
- d) The batch identification
- e) Storage conditions
- f) Manufacturing date and expiry date

5.1.4 SANITARY TOWELS

5.1.4.1 Requirements

- a) Sanitary towels shall have been made in accordance with sound manufacturing practice, and shall be of an acceptable uniform make, shape and finish.
- b) Must provide absorbency rate that will accommodate a light to heavy flow
- c) May be scented or unscented as required by the Department
- d) All sanitary towels provided shall have wings to provide leak protection and help secure the pad in place
- e) All sanitary towels shall be free from lumps, oil spots, streaks of dirt, and similar foreign matter that might affect their appearance.
- f) Sanitary towels shall be delivered in a clean and commercially dry condition and shall be individually sterile-packed.
- g) Sanitary towels shall be rectangular in shape (with wings) and shall consist of filler (which may incorporate a non-absorbent layer) that is completely encased in a cover of woven gauze or of a non-woven material or of a tubular knitted fabric (with or without a seam).
- h) The cover in all sanitary towels shall be so sealed or secured that it cannot unwrap from the filler during normal handling and use.
- i) If a sanitary towel has a non-absorbent face, this face shall be clearly indicated.
- j) Sanitary towels must have odour control system, not sensitive to skin and be a secure fit.

5.1.4.2 Packing and marking

- a) Sanitary towels shall be supplied in suitable packages each containing 10 sanitary towels and shall be individually sterile-packed.
- b) The packages shall be packed so as to protect the contents from moisture, soiling, damage and contamination during normal handling, transportation and storage.
- c) Only packages bearing the same date of manufacture (or other batch identification) and containing sanitary towels of the same construction, size designation, and type shall be packed together in a bulk container.

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The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements:

- a) The trade name or trademark of the manufacturer (or both)
- b) The words "Sanitary towels"
- c) The size designation and type with adhesive or non-adhesive backing strip
- d) The number of sanitary towels in the package
- e) The date of manufacture / batch identification

5.1.5 TOOTHPASTE

5.1.5.1 Requirements

- a) Shall have been made in accordance with sound manufacturing practice, and be derived from these main components: abrasives, fluoride, flavours and detergents
- b) Should be safe for daily use and contain non-toxic substances to human beings
- c) Should promote good oral hygiene when used by:
 - Making teeth clean,
 - Promote healthy gums,
 - Freshens breath,
 - Whitens teeth,
 - Protect tooth enamel against plaque attack,
 - Helps to prevent cavities and tooth decay

5.1.5.2 Packing and marking

- a) Be supplied in suitable package that will protect the contents from damage and contamination during normal handling, transportation and storage
- b) The product shall be packaged in such a way that under normal conditions of handling that the container or dispensing system or both shall not contaminate or permit contamination of the content (toothpaste) inside.
- c) Toothpaste is to be packaged in leak-proof, collapsible tubes bearing the total nominal volume.
- d) Each toothpaste should be individually wrapped in a pack size of 100ml

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements:

- a) The trade name or trademark of the manufacturer (or both)
- b) The complete address of the manufacturer
- c) The name of the product
- d) The batch identification
- e) The size of the contents in ml

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5.1.6 TOILET PAPER

5.1.6.1 Requirements

- a) Toilet paper shall not at any time during manufacture and packaging be exposed to conditions that do not conform to good hygienic practice
- b) Tissue paper shall be visually clean and be reasonably free from visible wood splinters, specks, holes, tears, wrinkles, abrasive particles, or other imperfections
- c) The paper shall have no disagreeable odour, either wet or dry
- d) The paper shall be uniform in colour and trimmed with clean smooth edges
- e) The toilet paper shall be of a single ply-grade and white
- f) Super soft feel, free from dust when used
- g) The material of the core shall be such that the core is rigid enough not to collapse under normal conditions of transportation and usage
- h) The paper shall be a crêped or crêped and embossed
- i) The paper must be strong and gentle as well as being super absorbent and flushable

5.1.6.2 Packing and marking

- a) Rolls shall be wrapped individually
- b) The wrappers shall be acceptable and shall cover the roll(s) completely
- c) The actual number of sheets per roll including the last sheet glued to the core must be 500 sheets and sheet size: 100mm x 110mm

Unless plain (unmarked) wrappers are specified by the purchaser, the following information shall appear in clear and indelible marking on each wrapper:

- a) The name or trademark of the manufacturer, or both;
- b) The words "toilet paper", or similar;
- c) The grade of paper;
- d) The nominal number of sheets per roll; and
- e) If the wrapper is opaque, the colour(s) of the paper

5.1.7 PLASTIC CARRIER BAGS - PINK VIRGIN (SMALL BAG)

5.1.7.1 Requirements

- a) Measurement: 260mm X 440mm X 50 micron
- b) It will serve as a primary packaging (to package loose items, each dignity pack must be sealed)
- c) The carrier bag shall be made from thermoplastics materials and shall be recyclable in accordance with SANS 14021/ISO 14021:2017
- d) The carrier bag must be constructed with handles and with gussets
- e) They must be constructed so as to protect products from dust, dirt and moisture.
- f) They must be non-toxic and suitable for packaging and carrying products.

5.1.8 PLASTIC CARRIER BAGS - CLEAR VIRGIN (BIG BAG)

- a) Measurement: 650mm X 1100 X 60 micron
- b) To serve as a secondary packaging- to protect individually primary dignity packs
- c) Must be clear in color and be durable to package and carry no less than 20 sealed dignity packs and must be sealed
- d) The carrier bag must be constructed with or without handles and with gussets

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- e) The carrier bag must be constructed so as to protect products from dust, dirt and moisture.
- f) The carrier bag shall be made from thermoplastics materials and shall be recyclable in accordance with SANS 14021/ISO 14021:2017
- g) Must be non-toxic

5.1.8.1 MARKING

The following information shall be provided in at least the English language on each bag:

- a) The name of the manufacturer
- b) The country of origin
- c) The date of manufacture
- d) Batch identification (by date of manufacturer or batch code)
- e) Polymer identification code
- f) The type of bag
- g) Specific end of life disposal information for the type of bag
- h) Any self-declared environmental claims statements, symbols and graphics regarding plastic carrier bags shall be made in accordance SANS 14021/ISO 14021:2017 or
- i) The claim of recycled content shall be made through the use of a symbol. The symbol for a recycled content claim shall be the mobius loop accompanied by a percentage value stated as "X" % where "X" is the recycled content expressed as a whole number calculated in accordance with the criteria given in clauses 5,6 and 7 of SANS 14021/ISO 14021:2017. (See SANS 695:2021)

6. ADDITIONAL ITEMS FOR CHILDREN LIVING WITH ALBINISM BENEFICIARIES:

6.1 AQUEOUS CREAM

6.1.1 Requirements

- a) Must be hypoallergenic, fragrance and colour free
- b) Must be a homogenous white cream
- c) Sodium lauryl sulphate free to avoid irritation of the skin when left on for a long time
- d) Must be suitable for all skin types and improves dry skin conditions
- e) Mild and gentle to the skin for daily use all over the body
- f) The cream must help to soothe, soften and moisturise dry skin conditions such as eczema & dermatitis.
- g) Non-greasy after feel and can be used as a soap substitute

6.1.2 Packing and marking

- a) Be supplied in strong package that will protect the contents from damage and contamination during normal handling, transportation and storage
- b) Have enough excess capacity to prevent breakage of the container or leakage of the contents if contents are likely to expand during handling and storage
- c) The packaging should not react with its content
- d) Aqueous cream should come in a pack size of 500ml.

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The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements

- a) The trade name or trademark of the manufacturer (or both)
- b) The complete address of the manufacturer
- c) The name of the product
- d) The batch identification
- e) Storage conditions
- f) Manufacturing date and expiry date

6.2 LIP BALM

6.2.1 Requirements

- a) The lip balm must be able when used protect the lips from the external damage which could be caused due to external factors like harsh sun, cold weather or extreme climatic conditions
- b) The lip balm must have a Sun Protection Factor (SPF) 30 that will provide UVA & UVB protection
- c) Organoleptic characteristics (colour, odour and appearance) must show uniform nature
- d) Flavour should be stable and not very strong to clash or overpower other constituents/ingredients of the lip balm
- e) The lip balm must not contain any ingredient that will be toxic and irritating to the lips
- f) Suitable for everyday use and for all skin types including sensitive skin, perfect application without any deformation
- g) No pungent odour, no unpleasant taste, uniform with no fragments or crystallization,
- h) Smooth without lumps, no greasiness, no waxy feel when applied
- i) Applied topically to the lips of the mouth to nourish, moisturize and helps to relieve chapped or dry lips
- j) Must soothe and soften the lips, keep them hydrated and protect them from peeling

6.2.2 Packing and Marking

- a) Be supplied in suitable package (tube or squeeze tube) that will protect the contents from damage and contamination during normal handling, transportation and storage
- b) The packaging must be in such a way that the ointment is safeguarded inside
- c) The lip balm should be in a pack size of 7g

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements

- a) The trade name or trademark of the manufacturer (or both)
- b) The complete address of the manufacturer
- c) The name of the product
- d) The batch identification
- e) The product weight, Sun Protection Factor (SPF) number

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6.3 SUNSCREEN

6.3.1 Requirements

- a) Must be formulated to provide broad spectrum UVA and UVB protection for the face and body
- b) Sun Protection Factor (SPF) 30 and must be fragrance-free
- c) The sunscreen can be in a form of a lotion or cream
- d) Shall not be irritating to the skin and it shall not contain any ingredients in quantities that are toxic to human beings
- e) Suitable for sensitive skin ensuring adequate moisturizing as well as a shield from the sun's damaging rays.
- f) Protects the skin against sun exposure and long-term UV induced skin damage
- g) Must be water resistant, non-greasy texture and protects the skin from harmful UV rays of the sun and prevents it from tanning
- h) Must absorb very quickly, non-sticky and leaves no white residue when applied to the skin
- i) Suitable for daily use to hydrate, moisturise, nourish and protect the skin
- j) Must protect the skin from sunburn, while soothing it post exposure

6.3.2 Packing and Marking

- a) Be supplied in suitable package (cream or lotion) that will protect the contents from damage and contamination during normal handling, transportation and storage
- b) The packaging must be in such a way that the ointment is safeguarded inside
- c) Pack size of 200ml

The following information in the outside of each container, bulk package and when relevant each package shall bear in prominent, legible and indelible marking the information required in terms of relevant national regulations and statutory requirements

- a) The trade name or trademark of the manufacturer (or both)
- b) The complete address of the manufacturer
- c) The name of the product
- d) The batch identification
- e) The product weight, Sun Protection Factor (SPF) number
- f) Expiry date

7. General Requirements

7.1 Packaging and Transportation requirement

- a) Goods shall be supplied in acceptable packages that are capable of preserving hygienic conditions during handling, transportation and storage.
- b) No product that has been damaged in transit shall be accepted
- c) The products delivered shall be aesthetically pleasing and shall meet packaging requirements which take into account the absence of damage due to transportation and or storage.
- d) All packaging material shall be environmentally friendly and recyclable.
- e) The product delivery to the department (end-user) must be according to the delivery schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance

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8. **PRE- QUALIFICATION: STAGE 1 A**

8.1 **LOCAL CONTENT**

As per Preferential Procurement regulations 8, 2017 states that tenders in respect of goods or services that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.

Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Sanitary towels are classified for local production and content as per the provision made in the Regulation 8. (4) of the Preferential Procurement Regulations (PPR), 2017. The stipulated minimum threshold percentage for local production is 100% for assembly and packaging of sanitary pads excluding input materials due to non-availability of materials in the country. Therefore, local manufactures are allowed to import the raw materials and the manufacturing process must be done in country. Non-compliance will result in bidders being disqualified and eliminated from the evaluation process.

- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry and Competition (Dtic) should there be a need to import such raw material or input; and
- A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the B-BBEE: unit within the Gauteng Department of Economic Development at telephone 011 355 8115 or email: Dumisani.chauke@gauteng.gov.za.
- The Declaration certificate for local production and content (**SBD 6.2**) and the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] must be duly completed, verifiable and attached to the tender document. Failure thereof will disqualify the bid for further evaluation.

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DESCRIPTION OF WORKS, SERVICES	STIPULATED MINIMUM THRESHOLD
Manufacturing Process of Sanitary Pads (assembling and packaging)	100%

A TENDERER THAT FAILS TO MEET THE PREQUALIFYING CRITERIA FOR LOCAL CONTENT, THE TENDER DOCUMENT WILL BE DEEMED UNACCEPTABLE AND THEREFORE THE TENDER WILL NOT BE FURTHER EVALUATED UNDER SUB-CONTRACTING

8.2 COMPULSORY SUBCONTRACTING

In line with Regulation 4 (1) (a) & 4 (1) (b) of the Preferential Procurement Regulations 2017, and Regulation 9 the Gauteng Department of Social Development has decided to apply pre-qualifying criteria to advance certain designated groups. Therefore, only bidders that meets one of the following criteria will be considered:

EMERGING MICRO ENTERPRISE's (EME) and QUALIFYING SMALL ENTERPRISE's (QSE) who are level 1 or 2

- Bidders that qualify as EME's and QSE's level 1 or 2 must submit proof of a valid Sworn Affidavit signed by the EME representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 and prescribed by the B-BBEE Codes of Good Practice
- If the QSE is less than 51% black owned, then the bidding entity will be required to provide a valid B-BBEE Certificate (issued by an agency accredited by SANAS) or certified copies thereof.
- Template for EME and QSE Sworn Affidavit level 1 or level 2 may be downloaded from the Department of Trade and Industry (DTI) or obtained through the Companies and Intellectual Property Commission (CIPC) website
- Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
- In case of a consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof, will be accepted.

A TENDERER THAT FAILS TO MEET THE PREQUALIFYING CRITERIA STIPULATED ABOVE, THE TENDER DOCUMENT WILL BE DEEMED UNACCEPTABLE AND THEREFORE THE TENDER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

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8.3 Validation requirements for subcontracting

- a) The appointed service provider must subcontract a minimum of 30% of the total value of the contract
- b) A tenderer must provide a copy of the contract/s or service level agreement/s between the tenderer and each of the cooperatives making up the minimum 30% subcontracting requirement, which must be signed by all the applicable representatives.
- c) A tenderer must provide a full breakdown list of all pre-qualified cooperatives subcontracted to, indicating each cooperative planned allocation of packs (for the specific region selected) to be delivered and their percentage split over the total bid price

The subcontracting to include:

- a) All manufacturing of toilet paper by cooperatives
- b) All packaging of dignity packs by cooperatives.
- c) Sub-contracting logistics and storage facility

9. TOILET PAPER MANUFACTURING COOPERATIVES

- a) The service provider must subcontract the manufacturing of toilet paper to the pre-qualified cooperatives.
- b) The service provider and the toilet paper manufacturing cooperative must align the production plans and the distribution plans
- c) The subcontracted cooperatives must produce a minimum of 148 000 **toilet paper rolls per month** according to the distribution schedule.
- d) The cooperatives must deliver the toilet paper to the packaging cooperatives
- e) The subcontracted toilet paper manufacturing cooperatives must ensure quality of the product delivered to the packaging cooperatives.
- f) The service provider must ensure that the toilet paper produced is of good quality that meets the standard detailed above. (5.6.1)

10. PACKAGING COOPERATIVES

- a) The service provider must subcontract the packaging of dignity packs to the pre-qualified cooperatives.
- b) The packaging cooperatives must ensure that the dignity packs are packaged in primary packages the items serve as a primary packaging (to package loose items, each dignity pack must be sealed)
- c) To serve as a secondary packaging- to protect individually primary dignity packs
- d) To package and carry no less than 20 sealed dignity packs and must be sealed
- e) The service provider will provide the packaging plastics to the packaging cooperatives.
- f) The service provider and the packaging cooperative must align the packaging plans and the distribution plans
- g) The subcontracted cooperatives must package a minimum of 196 796 per month according to the distribution schedule.
- h) The packaging cooperative is responsible for safe keeping of the items upon receipt until they are collected for delivery
- i) The packaged products must be in good condition

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A TENDERER THAT FAILS TO MEET THE PREQUALIFYING CRITERIA STIPULATED ABOVE, THE TENDER DOCUMENT WILL BE DEEMED UNACCEPTABLE AND THEREFORE THE TENDER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION

11. LOGISTIC SERVICES

The subcontracted SMME's are expected to provide trucks/bakkies for the collection of the packaged dignity packs for distribution of dignity packs to identified schools

- a) Minimum loading capacity of 1 ton truck/bakkie and a back-up truck/bakkie must be readily available in case of a breakdown
- b) The truck/bakkie must be roadworthy and vehicle ownership documents must readily available or if the vehicle is outsourced the letter of intent/ lease agreement between the two companies must be in place
- c) To ensure the availability of truck/bakkie for distribution services at all times. The truck/bakkie must be maintained regularly and a service record must be readily available when required by the end-user for inspection.
- d) Such truck/bakkie must be enclosed to protect the products during transportation
- e) Driver and his assistant **(must have a valid driver's license and/or PDP)** for loading and off-loading of products
- f) Driver and his assistant must be clearly identifiable **(uniform with a company logo)** when going to the site for collection of dignity packs from the packaging cooperative and distribution to all identified schools
- g) All dignity packs must be delivered at the delivery point as required by the Department

IT IS THE RESPONSIBILITY OF THE SERVICE PROVIDER TO ENSURE THAT ALL PRODUCTS ARE INSURED IN CASE OF LOSS, FIRE, THEFT OR DAMAGE DURING TRANSPORTATION AND STORAGE

12.1 SCOPE OF WORK

12.1.1 COLLECTION

- a) The collection of packaged items from the packaging cooperative. **(PACKAGING COOPERATIVE LIST ATTACHED ON PAGE 19)**
- b) The sub-contractors will have to produce the signed collection notes from the packaging cooperatives. The collection note must be signed by the driver collecting the items and the cooperative, as proof of quantities collected and condition of the items
- c) The service provider will then be required to collect the already packaged dignity packs from the packaging cooperatives as and when the items reach a storage capacity of the cooperative and deliver predetermined items once a month and as in when stipulated by the GDSD (5000 to 15 000 items)
- d) The appointed service provider is required to communicate with the packaging cooperative from time to time including special collections as required by the GDSD.

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12.2 STORAGE FACILITY

- a) The service provider/s will be responsible for storage of dignity packs and is expected to have a **storage facility** to store dignity packs collected from the packaging cooperatives for the distribution to all identified schools. Documented proof of ownership or lease agreements is required.
- b) The storage facility must be able to store no less than **148 000 dignity packs on a monthly basis**
 - **A required minimum size of storage facility must be between 500m² to 800m²**
- c) The storage facility shall be kept in a neat and clean condition at all times and products be stored on shelves/pallets
- d) All products to be store at room temperature (25°C) to protect the products from any unfavorable condition

12.3 DELIVERY TO SCHOOLS

- a) The sub-contracted SMMEs must ensure distribution on monthly basis to each identified school.
- b) It will be the Service Provider's responsibility to ensure proper route planning is done for schools to receive products as scheduled.
- c) **Each delivery will be accompanied by the following documentation:**
 - **A stamped and signed delivery note as proof that the school has received the dignity packs (a template will be provided by GDSD)**

13 PROJECT MANAGEMENT TEAM

- a) A project manager who will be the main contact person to oversee the implementation of the project and attend to all customer complaints
- b) A team consisting of representatives from service provider and subcontracted entities for the full implementation of the project.
- c) Drivers and assistants for the collection and deliveries of dignity packs

13.1 Reporting

- a) The main service provider will be responsible for compiling monthly reports and the portfolio of evidence including the work undertaken by the subcontractors

14 LINKS

CLICK THE LINK BELOW TO SEE THE LIST OF ALL SCHOOLS THAT THE DIGNITY PACKS WILL BE DELIVERED TO:



Copy%20of%20Gaute
ng%20Province%20Sc

CLICK THE LINK BELOW TO SEE THE LIST OF ALL TOILET PAPER MANUFACTURING CO-OPERATIVE:



Toilet%20Paper%20
Manufacturing%20Co

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CLICK THE LINK BELOW TO SEE THE LIST OF ALL PACKAGING CO-OPERATIVE:



Packaging%20Cooperatives.xlsx

SMMES's FOR LOGISTICS SERVICES

The link is on the Central Supplier Database (CSD), Query Reference Number: 4063. Note that the link will be open effective 25 February 2022 and will close 18 March 2022.

15 EVALUATION METHODOLOGY

Evaluation of the bid will be conducted in two stages in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

STAGE 1

The bid will be evaluated as follow:

Stage 1A:	PRE-QUALIFICATION: LOCAL CONTENT
	SUBCONTRACTING
Stage 1B	MANDATORY ADMINISTRATION
Stage 1C	DESK-TOP EVALUATION
Stage 1D	PRESENTATIONS

During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation

STAGE 2

The second stage of evaluation will be the 90/10 preference point system, where 10 points are allocated for preference and 90 points for price. The lowest acceptable tender will be used to determine the applicable preference point system in a cluster.

PRICE POINTS	90
B-BBEE POINTS	10

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STAGE 1A: PRE-QUALIFICATION

This stage will be evaluated based on **POINT** 8.1 Local Content, 8.2 Compulsory sub-contracting and 8.3 Validation requirements for subcontracting.

STAGE 1B: MANDATORY ADMINISTRATIVE COMPLIANCE

- Submission of Bid Documents **Section 1 and Section 2 (Proposal and Price)**
- Completed and signed Standard Bidding Documents (**SBD's**) forms **(1,4,6,8 and 9)**
- Bidders **MUST** quote for all the product items, bidders who do not quote for all items will be eliminated
- Bidders who are sourcing the products from another company **MUST** submit a valid letter/s of commitment (indicating that all products are available) from one or more Principal Company(s) formalising the agreement for supply and delivery between the two companies. (Letter must be signed by both parties)
- Bidders will be considered for one **(01) Region** which they **MUST** select as their primary Region
- Bidders **MAY** select more than one secondary Region which will only be considered if there are no suitable qualifying bidders in other Regions

NOTE: Bidders that do not comply with the above requirements will be eliminated and will be regarded as non-responsive

NOTE:

- Any bidder who chooses more than one **PRIMARY REGION** will be disqualified and will not be considered for further evaluation.
- Bidders **MAY** select more than one **SECONDARY REGION** which will only be considered if there are no suitable qualifying bidders in other Regions

Bidder must tick Preferred Region					
	EKURHULENI	SEDIBENG	TSHWANE	WEST RAND	JOHANNESBURG
PRIMARY REGION					
SECONDARY REGION					

REQUIRED DOCUMENTS:

The documents mentioned below are required to be submitted to finalize the evaluation and award of the bids during Stage 2: Price and Preferential Points

- A valid Tax Compliance Status (TCS) Pin code issued by the South African Revenue Services (SARS)
- An original and valid B-BBEE Certificate or certified copies thereof,
 - o Tenderers who qualify as Exempted Micro Enterprises (EME) must submit a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the

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Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018 (This certificate serves as a Sworn Affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)

- o In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, then no B-BBEE Certificate is required as a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963. If the QSE is less than 51% black owned, then the bidding entity will be required to provide an original and valid B-BBEE Certificate (issued by an agency accredited by SANAS) or certified copies thereof.
- o Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
- o In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof, will be accepted.
- Bidders must provide their Central Supplier Database (CSD) number as per registration on the National Treasury Central Supplier Database
- The latest audited Financial Statement for last two years is required (except if it is new or a dormant entity).

STAGE 1C: DESK-TOP EVALUATION (55 POINTS)

- Suppliers are requested to include with the tender document all the information requested below:

Criterion	Comment	Points
1. Personnel resources	Personnel that will be responsible for collection, loading and off- loading of packs: 3 x drivers and 3 x drivers assistants (A list of the personnel with the following information must be attached (name and surname of the employees, contact number including the years of experience) • No list of the personnel with the following information (name and surname of the employees, contact number including the years of experience) is attached (0) • A list of less than 3 x drivers and 3 x driver assistants with incomplete information of either (name and surname of the employees/ contact number/ the years of experience) is attached (2) • A list of 3 x drivers and 3 x drivers assistants with the following information (name and surname of the employees, contact number including the years of experience) is attached (3)	5
	Provide valid copies of driver's licenses with Professional Drivers' Permit (PDP) for 3 x drivers and 3 x assistants. • No valid copies of driver's licenses with Professional Drivers' Permit (PDP) and 3 x drivers assistants attached (0) • Valid copies of 3 x driver's licenses with Professional Drivers' Permit (PDP) and 3 x drivers assistants is attached (3)	3

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2. Transportation	Proof of vehicles for the purpose of distribution (Valid vehicle registration documents or valid lease agreements signed by both parties involved) a minimum of 1 ton truck/bakkie must be readily available in case of a breakdown - No proof of vehicles (valid vehicle registration documents of ownership or valid lease agreement document in case of outsourcing) not attached (0) 1 to 2 proof of valid vehicle registration documents of ownership or valid lease agreement document (5) 3 x or more proof of valid vehicle registration documents of ownership or valid lease agreement document (10) A contingency plan in case of the following: - No contingency plan attached or provided (0) a) Backup truck/bakkie (4) b) Strike by company personnel (drivers and assistant drivers) (2) c) Mechanical breakdown during transportation of products (2) d) Hijacking (2)	10 10
3. Storage facility	Availability of storage facility of items before distribution (The ownership should be in the name of the company or lease agreement signed by both parties) - Proof of letter of intent or no documents of ownership or no valid lease agreement of storage facility (0) - Documents of ownership (municipal bill account) or valid lease agreement signed by both parties involved (3) Storage facility capacity size must be between 500m² to 800m² - Storage capacity size of less than 500m² (0) - Storage capacity size of 500m² and more (3)	6

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4. Company experience	Proof of similar work done by the organization should be attached (non-perishable products - Not older than 2 years) Letterhead of the previously serviced client and should reflect the name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The reference letter must indicate the quality of the service rendered. • No company experience attached and/or reference letters supported by purchase order/ appointment letters from different organizations each indicating a rand value of less than R1 000 000 (0) • 1 to 3 Reference letters supported by purchase order/ appointment letters from different organizations each indicating a rand value of R1 000 000 and above (9) • 4 to 6 Reference letters supported by purchase order/appointment letters from different organizations each indicating a rand value of R1 000 000 and above (15) • 7 or more Reference letters supported by purchase order/appointment letters from different organizations each indicating a rand value of R1 000 000 and above (21)	21
TOTAL POINTS = 55; (Bidders scoring less than 35 points on the desk top exercise will not be considered for further evaluation)		

STAGE 1D: PRESENTATIONS EVALUATION (40 POINTS)

Criterion	Comments on documentary evidence	Points
1. Project implementation plan	A Plan indicating the capacity to collect items from the cooperatives with quantities between 5000 and 15000 • No capacity plan presented (0) • Detailed activity plan with timelines of collections and numbers to be collected per day/per week and per month (9) • Project resources (4) • Project management plan (5)	18
	A plan indicating the delivery schedule to school with timelines. A proposal of Evidence Collection- Evidence collection form to be given by the Department • No evidence of collection plan presented (0) • Administration of the evidence form (5) • Verification/ confirmation of evidence (5) • A plan on how the faulty packages will be avoided and corrected (4)	14

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2. Identification and traceability	Products should be traceable and identifiable back to the manufacturer - No traceability and identification system presented (0) - Explanation of how product will be identified and traced (2) - Identification and traceability policy (2)	4
3. Customer service	Measures in place to ensure customer satisfaction are met - No customer satisfaction measure in place (0) - Explanation and present on how customer satisfaction will be implemented (monthly and weekly) (2) - Explanation and present on how the customer complaints will be handled including corrective action, preventative action and turnaround time (2)	4
TOTAL POINTS = 40 (Bidders scoring less than 25 points during PRESENTATIONS will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request		

Stage 2: Price (90 points) and (10 points) Preferential Points

The contract will be awarded in terms of Regulation 6 or 7: Preferential Procurement Regulations, 2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Bids will be evaluated in terms of an 90/10 preference point system in terms of which points are awarded to bidders based on:

Area	Points
Price	90
Preference	10
Total	100



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

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.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

³ 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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</p> |

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)