



Provincial Supply Chain Management

Request for Proposal

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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											
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG											

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, 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 GDoH Tender Box is generally open from 07:00 to 17:00, 5 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms/ etenders@gauteng.gov.za (Publications) for the venue of the training.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

.....

Name of data subject/ designated person

Signature

.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

 - posted to Gauteng Department of Health and to reach the destination not later than the closing time and date;
 - OR
 - deposited in the tender box of the Gauteng Department of Health 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.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 1 of 3</h2>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

Signature		Date	
Position		Name of Bidder	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples		<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<p>Bidders Briefing Session</p>	
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 2 of 3</p>

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Special Conditions</td> <td style="width: 40%; text-align: center;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
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.

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



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
PPPFA:	Preferential Procurement Policy Framework Act
PDP:	Professional Driving Permit
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax
National Treasury:	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section.
DTI	Department of Trade and Industry



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

1. COPYRIGHT

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

2. THE PURPOSE

The purpose of this tender is to appoint the service providers for the supply and delivery of fresh fruits and fresh vegetables to Gauteng Department of Health Institutions for a period of 3 years.

3. BACKGROUND

The Gauteng Department of Health provides dietary assistance containing fresh fruits and fresh vegetables to Gauteng patients in hospitals. Patients in different wards need to be fed a balanced diet in order to meet the nutritional requirements for all macro and micronutrients required by the body.

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

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

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1 The General Conditions of Contract (GCC):

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



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

4.2 The Special Conditions of Contract:

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

4.3 Other legal prescripts:

- a. The Constitution of SA, Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act no. 5 of 2000
- e. Preferential Procurement Regulations, 2022
- f. Open Tender Framework, 2019
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- i. Regulation R.364: General hygiene requirements for food premises the transportation of food and related matters
- j. Regulation R638 of 22 June 2018 under the Foodstuffs, Cosmetics, and disinfectants Act, 1972 (Act 54 of 1972)
- k. Agricultural Product Standard Act, 1990 (Act No 119 of 1990)
- l. Labelling Regulations under Act 54 of 1972
- m. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- n. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- o. Unemployment Insurance Act 63 of 2001
- p. Grapes - only the requirements for Class 3 – Nos. R. 2176 of 3 November 1978 and 4 November 2005.
- q. Nectarines - Nos. R. 2119 of 27 October 1978 and 4 November 2005.
- r. Peaches - Nos. R. 2119 of 27 October 1978 and 4 November 2005.
- s. Pears - Nos. R. 2177 of 3 November 1978 and R. 2987 of 31 December 2004.
- t. Plums - Nos. R. 2120 of 27 October 1978 and 4 November 2005.
- u. Prunes - Nos. R. 2120 of 27 October 1978 and 4 November 2005.
- v. Protection of Personal Information (POPI) Act, 2013 (Act no 4 of 2013)
- w. Government Notice R.2119 of 1 October 1982, as amended.
- x. GNR.725 of 17 June 2016: Regulations relating to the Grading, Packing and Marking of Apples intended for sale in the Republic of South Africa (Government Gazette No. 40076) (Regulations)
- y. GNR.5 of 17 January 2014: Regulations relating to the Grading, Packing and Marking of avocados intended for sale in the Republic of South Africa.



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4.4 National standards

- a) ISO: 9001:2015/SANS 9001:2015 “Requirement for Quality Management Systems”
- b) SANS 10330:2020 “Requirements for Hazard Analysis and Critical Control Point (HACCP)System.
- c) SANS 22000:2019“Food Safety Management Systems – Requirements for any organization in the food chain”
- d) Food Safety System Certification FSSC 22000 v5.1
- e) SANS 10049: 2019 “Food Safety Management - Code of Practice Food hygiene management.
- f) SANS 10133: 2011 “The application of pesticides in food handling, food” processing and catering establishments

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

5. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender. All the documents included in Section 1 must be read, completed, signed where applicable and submitted.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 04: Bidders Disclosure 3. Certificate of Acceptability A valid copy of the Certificate of Acceptability (R638) must be submitted. From the organization that will be manufacturing and/or storing / distributing the product 4. Quality Standard Certification Quality Standard Certification must be submitted from the organization that will be manufacturing and/or storing / distributing the product. <ol style="list-style-type: none"> a) ISO: 9001:2015/SANS 9001:2015 “Requirement for Quality



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	<p>Management Systems” or</p> <p>b) ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain or</p> <p>c) Food Safety System Certification (FSSC) 22000 v5.1 or</p> <p>d) SANS10330:2020: Food Safety Management — Requirements for Hazard Analysis and Critical Control Point (HACCP) system</p> <p>5. Tax Clearance Requirements</p> <p>a) A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing at the time of the bid award.</p> <p>6. Copy of Central Supplier Database (CSD)</p> <p>a) Registration Summary Report: Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p> <p>NB: All mandatory documents Commissioned, and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963. And not older than 6 months</p>
Part 2	<p>The supporting documents for the Functionality Evaluation (see Evaluation Methodology) should be submitted and not limited to the below:</p> <p>a) Testimonial letters, contractual proof and documented training programme</p>
Part 3	<p>Section 2: Financial Proposal of the tender:</p> <p>Completed Price Schedule document, referred to as Annexure-A of the tender pack as well as an electronic copy in word format (on PDF), captured and saved on a CD or memory stick.</p> <ol style="list-style-type: none"> 1. SBD 3.1 Pricing Schedule – Goods 2. SBD 3.2: Non-Firm Prices 3. Annexure A, Price Schedule (dependent on bidder’s chosen District) 4. SBD 6.1: Preference claim form in terms of the preferential procurement Regulation 2022



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6. THE PRODUCT REQUIRED

- a. The supply and delivery of fresh fruits and fresh vegetables
- b. The service provider to supply the following fresh fruits and fresh vegetables.

7. FRESH FRUITS

7.1 Apples

7.1.1 Physical requirements

- a) Most varieties of apples are classified as spherical, but some tend to be pointed at the end.
- b) They vary greatly in size and color, ranging from green, yellow to red.
- c) clean, crispy, well-formed according to cultivar requirements
- d) virtually free from dry-core rot, water core and core blush
- e) virtually free from bitter pit, lentil pitting, hail marks, sunburn, skin stains
- f) shall have a bright, uniform colour, typical of the cultivar concerned.
- g) Only class 1 or class 2 is acceptable.
- h) GNR.725 of 17 June 2016: Regulations relating to the Grading, Packing and Marking of Apples intended for sale in the Republic of South Africa (Government Gazette No. 40076) (Regulations)

7.1.2 Packaging

- a) Apples should be packed and layered in perforated boxes or transparent plastic bags.

7.2 Avocado

7.2.1 Physical requirements

- a) Avocados should not be overripe or too hard.
- b) only avocados of the same origin, variety, quality, and size (if sized) and the same degree of ripeness.
- c) Sound, attractive, clean, fresh, intact, and true to cultivar
- d) Well-formed and typical of the cultivar concerned.
- e) Only class 1 or class 2 is acceptable.
- f) GNR.5 of 17 January 2014: Regulations relating to the Grading, Packing and Marking of avocados intended for sale in the Republic of South Africa.



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7.2.2 Packaging

- a) Avocados may be packed in rigid containers or bags.

Rigid containers:

- b) Shall be dry, clean, undamaged, and new.
c) Shall not impart a foreign taste or odour to the avocados.
d) Shall be free from any visible signs of fungus growth.
e) Shall be free from Arthropoda infestation.
f) Shall be strong and rigid enough to ensure that the original shape shall be retained.

Bags

- a) shall be clean, dry, odorless and of a quality such as to avoid causing any external or internal damage to the avocados.
b) shall be suitable, clean, undamaged, new and shall not impart a foreign taste or odour to the avocados.
c) markings shall be indicated in a bag as follows: expression "avocados", class, cultivar/variety, country of origin, the name and physical or postal address of the producer, packer, or owner of the container.

7.3 Deciduous Fruit

7.3.1 Physical requirements

Choice Grade deciduous fruit shall:

- a) Have a bright colour, typical of the cultivar concerned.
b) Have a uniform colour when examining a single container with deciduous fruit; and
c) Have a good texture.

Standard Grade deciduous fruit shall:

- a) Have a reasonably bright colour and be typical of the cultivar concerned.
b) Have a reasonably uniform colour when examining a single container with deciduous fruit; and
c) Have a reasonably good texture.

7.3.2 Packaging

- a) Perforated boxes or transparent plastic bags.



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7.4 Grapes and Berries

7.4.1 Physical requirements

Grapes should be:

- a) Clean and have good colour for the cultivar in question, fully developed, mature, free from unsightly stains and split, cuts, and cracks.
- b) Well-trimmed and not noticeably unattractive in appearance owing to visible bare parts that expose the stalks.

7.4.2 Packaging

- a) Bunches of grapes should be individually wrapped in a special wrapper that contains mineral oils, then packed in perforated boxes.

7.5 Peaches and Nectarines

7.5.1 Physical requirements

- a) clean, well-formed, and uniform in size
- b) free from skin cracks, skin punctures, over ripeness and stains
- c) free from hail marks that noticeably affect the quality and attractive appearance of the fruit detrimentally.

7.5.2 Packaging

- a) Peaches and nectarines should be packed in single layers in suitable containers. Although the wrapping of each fruit is not insisted upon, it is highly recommended.
- b) Only peaches or nectarines of the same quality, cultivar, ripeness, size, and color should be packed together in the same container.

7.6 Pears

7.6.1 Physical requirements

- a) Pears should be clean, well formed, mature and of a uniform size free from sunburn, hail marks, skin cracks, skin punctures and any other stains and physiological disorders that may noticeably reduce the quality and the general attractive appearance or the edibility of the fruit.

7.6.2 Packaging

- a) Pears should be packed in accordance with the customary sizes and counts.



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- b) Pears may be placed in a special wrapper that contains mineral oils and non-soluble metal salt to protect the natural quality of the fruit.

7.7 Plums and Prunes

7.7.1 Physical requirements

- a) Plums and prunes should be clean, firm, mature, fairly well formed and of a uniform, size.
- b) free from over ripeness and puffiness,
- c) free from skin cracks, wind marks, sunburn, unsightly hail marks,
- d) any other unsightly stains that detrimentally affect the quality and appearance of the fruit,
- e) Plums must weigh 100-120g.

7.7.2 Packaging

- a) Plums and prunes should be packed in perforated boxes.

7.8 Apricots

7.8.1 Physical requirements

Choice Grade apricots: Fruit ingredient

- a) Unpeeled apricots with the same cultivar characteristics, consisting of cleanly cut apricot halves or destoned whole apricots.
- b) Shall have a bright and uniform colour.

Shape:

- a) In the case of whole destoned apricots, the two halves shall be attached to each other and retain the normal round appearance of the fruit.
- b) In the case of whole destoned apricots, the two halves shall be attached to each other but should not contain poorly formed apricots.

Standard Grade apricots: Fruit ingredient cork

- a) Unpeeled apricots with the same cultivar characteristics, consisting of cleanly cut halves, but may contain thin and overripe halves.
- b) Flats are prepared from unpeeled apricots with the same cultivar characteristics which may consist of halves which have dried flat and with irregular shapes because of over ripeness.



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7.8.2 Packaging requirements

- a) All fruit in any one particular box should, in respect of maturity and size, be roughly uniform in size.

7.9 Guavas

7.9.1 Physical Requirements

- a) Guavas should be clean, firm, well formed, mature,
- b) free from hail marks, cracks or any damage that is or may be detrimental to the fruit,
- c) Guavas must weigh 85-100g.

7.9.2 Packaging

- a) Guavas should be packed in perforated boxes.

7.10 Mangoes

7.10.1 Physical requirements

- a) Mangoes should be fully developed,
- b) be spherical with tipped ends,
- c) have an attractive appearance,
- d) not be too green or overripe.

7.10.2 Packaging

- a) Mangoes should be packed in perforated boxes.
- b) Packed in single layers.

7.11 Pawpaw's

7.11.1 Physical Requirements

- a) Firm and yellow in color

7.11.2 Packaging

- a) Paw paws should be packed in perforated boxes.



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7.12 Citrus Fruit

7.12.1 Physical Requirements

- a) Shall be fit for human consumption.
- b) Contain no chemical residues that exceed the prescribed maximum residue level.
- c) Be free from any Arthropoda infestation.
- d) All products delivered should comply with at least the specifications for Choice Grade citrus.

Choice grade citrus fruit should be:

- a) mature and of the same cultivar and size
- b) free from cracks, visible hail marks or similar skin damage
- c) free from damage caused by frost and not be dry when cut open (granulation)
- d) free from disease known as greening disease.

7.12.2 Packaging: Oranges

- a) Choice grade, large or medium in 9,5 kg pockets or other containers as prescribed by the regulations.

7.12.3 Packaging: Lemons and Limes

- a) Choice grade or medium in 9,5kg pockets or other containers as prescribed by the regulations.

7.12.4 Packaging: Grapefruit

- a) Choice grade or large in 7,5kg pockets or other containers as prescribed by the regulations.

7.12.5 Packaging: Nartjies and Soft Citrus

- a) Choice grade and medium in containers as prescribed by the regulations.



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Table 2. Classification of citrus fruits

KIND OF CITRUS FRUIT	SIZE GROUP	EXPORT GRADE				CHOICE GRADE
		Minimum diameter (mm)	Permissible % smaller fruit	Maximum diameter (mm)	Permissible % larger fruit	
Oranges	Extra large	86	10	100	10	As for Export Grade
	Large	73	10	90	10	
	Medium	68	12	81	12	
	Small	61	14	71	14	
	Small Extra	55	14	65	16	
Grapefruit	King size	103	10	120	10	As for Export Grade
	Extra large	92	10	109	10	
	Medium	87	10	105	10	
	Small	84	12	99	12	
	Extra small	76	14	96	14	
Lemons	Extra large	76	10	90	10	As for Export Grade
	Large	67	12	80	12	
	Medium	57	14	69	14	
	Small	51	16	60	16	
	Extra Small	48	16	55	16	
Limes	Large	60	12	*	12	As for Export Grade
	Medium	44	14	*	14	
	Small	38	16	*	16	



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KIND OF CITRUS FRUIT	SIZE GROUP	EXPORT GRADE				CHOICE GRADE
		Minimum diameter (mm)	Permissible % smaller fruit	Maximum diameter (mm)	Permissible % larger fruit	
Nartjies and Soft Citrus	Large	63	12	*	12	As for Export Grade
	Medium	51	14	*	14	
	Small	44	16	*	16	

Please note that Standard and Undergrade will not be accepted.

7.13 Pineapples

7.13.1 Physical requirements

- The flesh should be firm
- The fruit should not be overripe or too green.
- The pineapples should be yellow green to light yellow in color.
- The crown should not be loose or damaged.
- Pineapples must weigh between 200-210g.
- Free from skin cracks, wind marks, sunburn, unsightly hail marks

7.13.2 Packaging

- Pineapples should be packed in perforated boxes.

7.14 Bananas

7.14.1 Physical requirements

- Bananas should be supplied in bunches. All fruit in the same consignment should be of roughly the same size and maturity.
- Well-formed and shall not be loose from the hands.
- Appearance should be sound and attractive.
- Minimum mass per banana large (100g), medium (75g), small (65g)
- Minimum length per banana large (180 mm), medium (165 mm), small (150 mm)
- The flesh should be firm, and the fruit should not be overripe or green.



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7.14.2 Packaging

- a) Bananas should be packed in perforated boxes.

7.15 Watermelons

7.15.1 Physical requirements

- a) Watermelons should be well formed and of a reasonable size and colour for the cultivar in question, with an attractive appearance and no bruises, diseases or blemishes that may be detrimentally affecting their quality.
- b) Green, overripe, or wilted fruit is unacceptable.

7.15.2 Packaging

- a) Watermelon should be delivered whole according to the requirements of the ordering institution.



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FRESH VEGETABLES

7.16 Asparagus

7.16.1 Physical requirements

- a) The standards and requirements for asparagus should be of good quality, well formed, compact and practically straight,
- b) closed at the tips.
- c) no discoloration due to oxidation or age

7.16.2 Classes of Asparagus

- a) Class 1 and Class 2 asparagus are divided into the following three groups according to colour:
 - i. violet asparagus - the tip of the asparagus is of a pink to violet colour while the rest of the shoot is white.
 - ii. Violet/green asparagus - part of the asparagus is of a violet and green colour.
 - iii. green asparagus - the tip and all or the largest part of the shoot is of a greenish colour.

7.16.3 Packaging

- a) Asparagus should be packed in perforated boxes.

7.17 Beetroot

7.17.1 Physical requirements

- a) All beetroot in any one container shall have the same cultivar, characteristics and have a healthy colour and be of roughly the same size.
- b) The beetroot shall be fresh, well developed and firm, clean and have no woody fibers.
- c) Beetroot shall have a regular shape and be free from secondary roots or damage caused by poor preparation, disease, cracks, sprouts, bruising, cuts, or any other factors.
- d) The leaves shall be cut off and may not be longer than 25 mm.
- e) Beetroot must be whole when delivered.

7.17.2 Packaging

- a) Beetroot should be packaged in transparent plastic or mesh bags.



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7.18 Broccoli

7.18.1 Physical requirements

- a) The heads should be green, compact, and free from inter-leaves, not woolly or overripe.
- b) Free from damage by self-heating or other factors.
- c) The stem should be cut neatly just below the junction with the outer leaves.

7.18.2 Packaging

- a) Broccoli should be packaged in boxes or transparent plastic bags.

7.19 Cabbage

7.19.1 Physical requirements

- a) The heads should be fresh, clean, and not wilted, and the central part should be at least 20- 30cm in diameter, compact and firm and without flower shoots.
- b) Parts of the protruding stems of fresh cabbage and all loose, damaged, or broken outer leaves should be cut away. The stem should not protrude more than 15 mm below the outer leaves. (In order to ensure a certain amount of protection for the heads, a few outer leaves should be left, provided they close fairly tightly for the particular cultivar).

7.19.2 Packaging

- a) The cabbages should be packed in mesh bags.

7.20 Cauliflower

7.20.1 Physical requirements

- a) The heads should be snow white or creamy white, be compact, free from inter-leaves, not loose, woolly, or overripe, free from damage by disease, insects, bruising, poor preparation, self-heating, or other factors.
- b) The stem shall be cut neatly just below the junction with the outer leaves. The base should be free from decay.
- c) The overlapping leaves of each head should be fresh and green and be of sufficient length to protect the head but shall under no circumstances stand out more than 100 mm above the surface of the head.

7.20.2 Packaging

- a) Cauliflower should be packed in boxes or transparent plastic bags.



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7.21 Carrots

7.21.1 Physical requirements

The standards and requirements for carrots of the varieties (cultivars) are as follows:

- a) Free from sun-scorch
- b) Fresh, firm and have a bright colour.
- c) Not malformed or forked or have secondary root.
- d) Not woody and have fresh, green, and sound foliage it should be evened or cut off at the top of the root, without damage.

7.21.2 Size

Diameter of the broadest section:

- a) BABY Carrot -at least 2-3 cm
- b) Length: Carrot - at least 15-20 cm

7.21.3 Packaging

Carrots should be packed:

- a) With foliage or without foliage, provided that the foliage should be fresh.
- b) In mesh bags, plastic bags, or boxes

7.22 Cucumbers

7.22.1 Definition

- a) "Well formed" means complying with the normal form of the cultivar.
- b) "Fresh" means bright green and not old or shriveled.
- c) "Sufficiently fully grown to be cut into slices" means that the cucumbers have a bright colour and that the nodules, if present, are not noticeable. The seeds are not hard, the flesh of the cucumber is firm and not wilted.
- d) "Fully grown" means that the cucumbers have a dull and smooth appearance. The nodules, if present, are not noticeable. Such cucumbers are well filled out at both ends and give in to the slightest pressure of the thumb. The seeds are fairly hard, and the marrow (flesh) is usually watery.

7.22.2 Physical requirements

- a) The cucumbers should be well formed, fresh and firm and be sufficiently fully grown to be sliced, but not fully mature or overripe,
- b) More than two thirds of the surface of the cucumber shall have a green colour,
- c) Free from decay, soil damage, frost damage, mosaic virus or any other disease or damage caused by insects or harvesting practices.



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7.22.3 Packaging

- a) Cucumbers packed in the same container should be roughly the same size.
- b) Cucumbers should be delivered packed in perforated boxes or wrapped in plastic if its small quantities.

7.23 Celery Fresh

7.23.1 Physical requirements

- a) Stalks must be well developed, well formed, clean and well-trimmed.
- b) Must be compact and free from black head, brown stem, soft rot and damaged caused by freezing or other diseases or insects.
- c) Stalk shall be green and fairly well blanched or mixed blanched.
- d) Average length of the outer branch shall not be less than 17cm or 18cm.

7.23.2 Packaging

- a) Must be package in transparent plastic bags or perforated boxes.

7.24 Chilies (red or green)

7.24.1 Physical requirements

- a) Must be intact, clean, skin not damaged,
- b) The stalk and the calyx may be missing provided the break is clean and the skin is not damaged.
- c) Must be clean and free from any visible foreign matter.
- d) Fresh in appearance and uniform colour.

7.24.2 Packaging

- a) Must be package in transparent plastic bags or perforated boxes.

7.25 Egg Plant

7.25.1 Physical Requirements

- a) Must be fresh in appearance, fairly well coloured, firm, clean, fairly well shaped, free from decay and worm holes.
- b) Free from damaged caused by scars, freezing, disease, insects, mechanical or other means.
- c) It must be sufficiently developed without the flesh being fibrous or woody and without hard seeds.



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7.25.2 Packaging

- a) Boxes or transparent plastic,

7.26 Garlic

Definitions:

- a) "Garlic" means the bulb and/or cloves of the plant *Allium sativum* L., and includes:
- b) Fresh garlic (garlic with a green stem and with the outer skin layers of the bulb still fresh).
- c) Semi-dry garlic (garlic with the stem and outer skin layers of the bulb not completely dry).
- d) Dry garlic (garlic in which the stem, outer skin layers of the bulb and the skin layers surrounding each clove are completely dry).

7.26.1 Physical Requirements

- a) Good quality garlic should be whole, firm, mature and well cured (not shattered, soft, spongy)

7.26.2 Packaging

- a. Garlic should be packed in containers that are intact, clean, suitable, and strong enough for the packing and normal handling of garlic.
- b. Do not impart a taste or odour to the garlic.
- c. Are pockets, cardboard cartons, boxes, or transparent plastic bags.

7.27 Ginger

7.27.1 Physical Requirements

- a) Should have a clean surface, no insect pest, no stain, no sprout, no rotten surfaces, no mouldy spots, no pesticide thin unwrinkled skin, complete body, bright colour and luster, yellow flesh, little fibre.

7.27.2 Packaging

- a) Are intact, clean, suitable, and strong enough for the packing and normal handling of ginger.
- b) Do not impart a taste or odour to the ginger.
- c) Are pockets, cardboard cartons, boxes, or transparent plastic bags.



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7.28 Green Beans

7.28.1 Physical requirements

- a) Beans in a container should all have the same characteristics and should be roughly.
- b) The same length.
- c) Colour and condition of the pods (coverings) - Pods should be:
- d) Well-developed and firm, overripe pods or pods with defects should be excluded.
- e) Have a green colour, depending on the variety, and should be fresh, free from leaves or stems.
- f) Trimmed green beans must be clearly marked as "topped and tailed" or any other suitable expression indicating that the beans have been trimmed;

7.28.2 In the case of green beans classified as Class 1 –

- a) The pods should be closed, tender, young and turgescient.
- b) The seeds should, if present, be small and soft; and
- c) The pods should be free from rust spots.

7.28.3 Packaging

- a) Green beans should be packaged in boxes or transparent plastic bags.

7.29 Green Mealies

Definitions

- a) "The same cultivar characteristics" means that the ears in any one particular container shall be of the same colour and growth habit.
- b) "Well filled" means that the kernel rows show a fairly uniform development and that the appearance and quantity of the edible portion of the ear shall not be detrimentally affected by poorly developed rows.
- c) "Fat and milky" means that the kernels are well developed but not overripe or withered.
- d) "Fresh" means that the ears are not wilted or dry or turning yellow or brown.

7.29.1 Physical requirements

- a) Green mealies in any one particular container shall consist of ears with the same cultivar characteristics and be roughly of the same length.
- b) Mealies should be marketable, well-formed and be free from damage caused by fire, insects, disease, mechanical damage, or any other damage.
- c) Mealies should have practically no loose leaves and there shall not be more than 25 mm of the cob below the point where the outer leaf is attached to the cob.



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- d) Mealies should be filled with fat and milky kernels and shall be well covered with fresh green leaves.

7.29.2 Packaging

- a) Green mealies should be packed in mesh bags or crates.

7.30 Green Peas

7.30.1 Physical Requirements

- a) Cultivar (class) and uniformity Peas in any one particular container should have the same class characteristics and be roughly the same size.
- b) Condition of pods - Pods should be well developed and firm.
- i. The pod should be smooth, have a uniform green colour and may not show signs of wilting and fading.
- ii. Pods should be in good condition, clean and free from discolouring or stains.

7.30.2 Packaging

- a) Green peas should be packaged in boxes or transparent plastic bags

7.31 Herbs

- This specification covers fresh parsley, mint, basil, chives, thyme, rosemary, sage and Origanum.

7.31.2 Physical Requirements

- a) The product shall be fresh herbs.
- b) Free from odour, insects, and fungus
- c) Shall have flavour characteristic of the specific herb.

7.31.2 Packaging

- a) The packages shall be made of polyethylene coated cellophane, which is completely sealed.

7.32 Lettuce

7.32.1 Physical requirements

- a) The heads should be fresh, clean, crispy, well formed, firm (the inner leaves compacted in the shape of a heart) and not folded or loose.



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- b) The outer protective leaves should not be damaged.
- c) Should not have two heads or show any outward signs of seed stems.
- d) Should be free from damage by disease, insects, frost, bruising, poor preparation, self-heating, or other factors.
- e) The stalk of the lettuce should be cut off directly beneath the outer leaves.

7.32.2 Packaging

- a) The minimum mass per lettuce according to which Class-1 lettuce that should be packed is:
- b) The lettuce should be packed whole and fresh in perforated boxes or transparent plastic bags.

7.33 Mushrooms

7.33.1 Physical requirements

- a) Fresh, healthy, and edible, must be clean, firm undamaged, free from maggot damaged shall possess the flavor and taste appropriate for the species.
- b) The number of stalks shall not exceed the number of cap.

7.33.2 Packaging

- a) Must be package in transparent plastic bags or perforated boxes.

7.34 Onions

- All products delivered should comply with at least the specifications for Class-2 onions as set out in Government Notice No. R. 1268 of 19 June 1981., as amended.

7.34.1 Physical Requirements

- a) Onions should be well developed, dry, firm and clean, and onions in any one particular container should have approximately the same size and colour.
- b) Free from dry leaves, long stems and roots, thick neck, loose bracts, seed stems or sprouts.
- c) Each onion must have a diameter of at least 60-mm.

7.34.2 Packaging

- a) Onions should be packed in mesh bags or transparent plastic bags.



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7.35 Peppers (Green, Red and Yellow)

7.35.1 Physical Requirements

- a) This specification includes red, green and red peppers.
- b) Products in every batch should have the same cultivar characteristics, have a good colour and be fairly uniform in size.
- c) The products should be clean, fresh, firm, in good condition and not overripe free from sunscald and decay.

7.35.2 Packaging

- a) In perforated boxes or transparent plastic bags

7.36 Patty Pans Specifications

7.36.1 Size: Grade A • 80 – 95mm
Grade B • 95 – 110mm Colour

- a) No unnatural discolouration
- b) No sunburn
- c) No Mosaic virus Taste
- d) No foreign taints, odours, flavours, or textures Maturity
- e) Must be firm, fresh, and attractive.
- f) No wilted or shrivelled patty pans allowed.
- g) No soggy/mushy/wilted produce allowed.
- h) The yellow patty pan has natural colouring, no pest and/or mechanical damage.
- i) The green patty pan has natural colouring and adequate sizing.

7.36.2 Packaging

- a) Patty pans should be packaged in boxes or transparent plastic bags.

7.37 Potatoes

7.37.1 Physical Requirements

Class-1 as set out in the Government Notice R.2119 of 1 October 1982 potatoes should:

- a) Have an attractive appearance, are well formed and are free from soil or sprouts.
- b) Not be damaged by insects or disease or damaged in any other way.
- c) Be free from decomposition or decay, hollow heart and foreign matter.
- d) Have no greening, are not wilted or watery.
- e) Not damaged by the sun, heat, cold or frost
- f) is not affected by nut grass, other plants, or brown fleck.
- g) Not be malformed.



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7.37.2 Packaging

- a) Potatoes should be packed in opaque, brown, or plastic bags that are intact and strong.

7.38 Pumpkins

7.38.1 Physical requirements

- a) Products in every lot shall have the same cultivar characteristics and have a good colour and be fairly uniform in size.
- b) The products shall be clean, fresh, firm, in a good condition and not overripe.
- c) shall be free from decomposition and damage caused by disease, soil, insects, frost, bruising, self-heating or other factors. (When the products are picked care should be taken that the stems are not damaged).

7.38.2 Size/Mass

- a) Gem squash: Diameter of at least 6-7 cm.
- b) Hubbard squash and marrow: Mass of at least 1 kg each.
- c) Pumpkins: Mass of at least 1, 3 kg each.

7.38.3 Packaging

- a) Pumpkin should be packed whole, in mesh or transparent plastic bag.

7.39 Sweet Potatoes

7.39.1 Physical requirements

Sweet potatoes should be:

- a) Fairly clean, free from soil, and in every respect suitable for human consumption
- b) Well formed, fully grown, and may not be sprouting, defective, wilted and sweet
- c) Potatoes in any one particular container should have the same class.
- d) characteristics.

7.39.2 Packaging

- a) Sweet potatoes should be packed in mesh or plastic bags.



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7.40 Spring Onion

7.40.1 Physical requirements

- a) Must be straight erect leaves tightly wrapped around the central core.
- b) Must have a firm, clean and well-rounded based.
- c) The roots must be trimmed to 55mm long.
- d) The light-colored core must not be more than 30% of the total length.
- e) Must have a juicy central core, slightly fibrous leaves mild onion flavor and aroma.
- f) Free from foreign odors and taste

7.40.2 Packaging

- a) Must be package in transparent plastic bags or perforated boxes.

7.41 Spinach

7.41.1 Physical requirements

The spinach should be:

- a) Dark green in color, firm and crispy
- b) Free from floral stems
- c) Free from soil
- d) Fresh and show no sign of withering.

7.41.2 Packaging

- a) Spinach should be packed in perforated boxes or transparent plastic bags.

7.42 Turnips

7.42.1 Physical requirements

- a) Turnips in any one particular container should have the same cultivar characteristics and a good colour.
- b) The turnips should be young, fresh, and firm, with fresh juicy flesh, and may not be woody or fibrous.
- c) The turnips should be washed, uniform, free from secondary roots and growth cracks,
- d) The turnips should be free from decomposition and damage caused by disease, insects, bruising, self-heating or any other factors and the leaves shall be cut off neatly.



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7.42.2 Packaging

- a) Turnips packed in the same container should be roughly the same size.
- b) Turnips should be delivered packed in perforated boxes or wrapped in plastic if its small quantities.

7.43 Tomatoes

Definitions

- a) "Decay" means a condition in which any decomposition, fungus or insect damage partly or wholly affects the quality of the tomatoes detrimentally.
- b) "Overripe" means that the tomatoes are unable to withstand normal commercial handling practices.
- c) "Too green" means that the pips of the tomato are undeveloped and are not yet covered with any jelly.

7.43.1 Physical requirements

- a) Tomatoes shall be sound, well formed, firm, clean and free from bruises, foreign matter, internal cavities, decay, and damage and be without internal cavities.
- b) The tomatoes shall not be overripe or too green and shall have a diameter of at least 50-60 mm.
- c) The diameter of the baby tomatoes should not be 25-35 mm.

7.43.2 Packaging

- a) Containers in which tomatoes are packed should be perforated boxes, transparent plastic bags or crates.

8 EVALUATION METHODOLOGY

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

- Stage 1A: Mandatory Administrative Compliance
- Stage 1B: Functionality Evaluation
- Stage 1C: Site visit: Source of Supply and Manufacturer



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

STAGE 1A: MANDATORY ADMINISTRATION COMPLIANCE

All bids received will be evaluated for mandatory administration compliance. Only bidders who have complied with the Stage 1A: mandatory administrative compliance evaluation requirements will be evaluated for Stage 1B: Functionality Evaluation.

ITEM NO:	DESCRIPTION	SUBMITTED YES/NO
1.	SBD 01: Invitation to Bid	
2.	SBD 04: Bidders Disclosure	
3.	SBD 3.1: Price Schedule – Goods	
4.	COMPLETED PRICE SCHEDULE: referred to as Annexure A. An electronic copy in WORD format (not PDF) captured and saved on a USB or memory stick.	
5.	VALID COMMITMENT LETTER If the bidder is not the original manufacturer of the product/s, a copy of the Letter/s from the original producer of the product/s, reseller or wholesale supplier that authorizes the bidder to resell the product/s must be attached. or If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter/s stating that products will be produced and distributed from own facility should be attached.	



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6.	<p>CERTIFICATE OF ACCEPTABILITY</p> <p>A valid copy of the Certificate of Acceptability (R638) must be submitted from the organization that will be preparing/ manufacturing/ storing / distributing the product.</p>	
5.	<p>QUALITY STANDARD CERTIFICATION</p> <p>I. ISO: 9001:2015/SANS 9001:2015 “Requirement for Quality Management Systems” or</p> <p>II. ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain or</p> <p>III. Food Safety System Certification (FSSC) 22000 v5.1 or</p> <p>IV. SANS10330:2020: Food Safety Management — Requirements for Hazard Analysis and Critical Control Point (HACCP) system</p> <p>Quality Standard Certification must be submitted from the organization that will be manufacturing and/or storing / distributing the product.</p>	

DISTRICT SELECTION

- I. Bidders will be considered for one (01) District which they **MUST** select as their primary District.
- II. Bidders **MAY** select a secondary District which will only be considered if there are no suitable qualifying bidders in other Districts.
- III. Note that the pricing must be in line with the district selected. **(Primary and Secondary)**

GAUTENG DEPARTMENT OF HEALTH DISTRICTS					
	EKURHULENI	JOHANNESBURG	TSHWANE	SEDIBENG	WEST RAND
Primary District					
Secondary District					

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



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STAGE 1B: FUNCTIONALITY EVALUATION

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 3 The Functionality Evaluation Scoring Table.

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

The minimum threshold score is **50** points out of **78** points for functionality. Bids will be declared non-responsive and will be disqualified if such a bid does not meet the threshold of **50** points.

TABLE 3: FUNCTIONALITY EVALUATION

Criteria	Values/Scoring	Points
1. Company Reference	Bidders must provide PROOF OF SIGNED TESTIMONIAL /REFERENCE LETTERS of successful projects performed not older than 10 years for a contract value of at least R2 million from each contactable reference in respect of food supplies such as perishables and non-perishables products.	20
	a) No proof provided (0 points)	
	b) 1 project signed testimonial letter on a letterhead from contactable reference/s (3 points)	
	c) 2 projects signed testimonial letter/s on a letterhead/s from contactable references (6 points)	
	d) 3 projects signed testimonial letter/s on a letterhead/s from contactable references (9 points)	
	e) 4 projects signed testimonial letter/s on a letterhead/s from contactable references (15 points)	
	f) 5 and more projects signed testimonial letter/s on a letterhead/s from contactable references (20 points)	



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<p>2. Company Experience</p>	<p>Bidder to provide an AWARD LETTER/S OR PURCHASE ORDERS OR CONTRACT/S as proof of number of years supplying food supplies such as perishables and non-perishable products.</p> <p>a) 0 years of experience (0 points)</p> <p>b) Less than 1 year of experience (1 point)</p> <p>c) More than 1 year but less than 2 years of experience (5 points)</p> <p>d) More than 2 years but less than 3 years of experience (10 points)</p> <p>e) More than 3 but less than 4 years of experience (15 points)</p> <p>f) More than 4 years of experience (20 points)</p>	<p>20</p>
<p>Training of staff (internal or external)</p>	<p>Bidder to provide documented proof of staff training program to ensure competence on the following elements:</p> <p>1) food handling 2) Personnel hygiene 3) Customer services</p> <p>a) No documented proof of staff training provided (0 points)</p> <p>b) Attendance registers indicating the course attended and signed by the employee or Certificate of attendance outlining the course or module/s completed on 1 of all the elements (10 points)</p> <p>c) Attendance registers indicating the course attended and signed by the employee or Certificate of attendance outlining the course or module/s completed on 2 of all the elements (15 points)</p> <p>d) Attendance registers indicating the course attended and signed by the employee or Certificate of attendance outlining the course or module/s completed on 3 of all the elements (20 points)</p>	<p>20</p>



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Identification and traceability	Bidder should clearly explain on their policy how the products (food supplies categories such as perishable and non-perishable) will be identified and traced back to the producer:	8
	a) No traceability and identification policy in place (0 point)	
	b) Identification and traceability policy attached (2 points)	
	c) Purchase order from the distributor to the manufacturer (order number, product description, quantity, delivery date) (2 points)	
	d) Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (2 points)	
	e) Delivery invoice from the distributor (batch number, order number, product description, quantity) (2 points)	
Proof of Transport ownership and /or outsourcing to deliver products (insulated vehicle)	Bidder to submit a Natis certificate for each vehicle as proof of ownership. or A lease agreement/ letter of agreement signed by both parties and stating the number of leased vehicles and duration of the lease. Must comply with (Regulation Certificate of Acceptability R638: General hygiene requirements for food premises and the transportation of food)	10
	a) No proof of transport provided (0 points)	
	b) 1 vehicle (5 points)	
	c) 2 or more vehicles (10 points)	
TOTAL POINTS		78
THRESHOLD		50



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STAGE 1C: SITE VISIT- SOURCE OF SUPPLY OR MANUFACTURE EVALUATION

- a) Only bidders who have complied with Stage 1B: Functionality Evaluation will be considered for the Site Visit Evaluation source of supply or manufacture.
- b) The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.
- c) The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require.
- d) Site Visits Evaluation comprises of only the **Source of supply or manufacture**.
- e) The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 4.
- f) The **minimum threshold score for Source of supply or manufacture is 25 out of 44 points**. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.

Table 4: SOURCE OF SUPPLY OR MANUFACTURE

Criteria	Description	Values/scoring	Points
1. Human resource management	Staff should be competent to do the work on the basis of education and training.	1) No documented records of training in place (0 points) 2) Yearly training schedule/plan, (2 points) 3) Completed attendance registers with dates names and signatures (1 point) 4) Certificates or assessment records (1 point)	4
2. Regulatory compliance	Bidder to provide regulatory compliance documents	Valid documents - all the listed: 1) No documents in place COIDA & OHS compliance with evidence (0 points) 2) COIDA (1 point) 3) OHS compliance with evidence (minutes) (1 point)	2



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3. Personal hygiene	Organization should have a documented personal hygiene policy	1) No personal hygiene policy in place (0 points) 2) Personal hygiene policy in place signed by employees (3 points)	6
	Staff adherence to personal hygiene policy	1) Unacceptable food handling practices & personal appearance (0 points) 2) Observed adherence to personal hygiene in line with the policy (1 point)	
	Personal protective clothing	1) No Personnel protective clothing worn by all staff working in the process (0 points) 2) Personnel protective clothing (work suit, aprons and footwear) worn by all staff working in the process, clean and in good condition (2 points)	
4. Housekeeping	Organization should have a pest control programme in place.	1) No pest control programme in place (0 points) 2) File of a registered pest control contractor with the following: COIDA certificate, valid certificates of pest controllers registered from GDARD, method of application & frequency, pesticides used should be approved, SDS map of baiting station, monthly service records, corrective action where necessary and no evidence of pests (6 points)	18
	Organization should have a cleaning programme in place	1) No cleaning programme in place (0 point) 2) File for cleaning programme with the following: Standard operating procedure (SOP), method of cleaning & cleaning frequency, equipment used, chemicals used, safety data sheets, daily/ weekly cleaning checklist (6 points)	



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	Factory (overall cleanliness) should be up to standard and acceptable.	<p>1) Factory is kept in an untidy and unacceptable condition (0 point)</p> <p>2) Factory is kept in a semi tidy condition (not clean, neat, or tidy and/or no clear segregation of rejected products (3 points)</p> <p>3) Factory and all the surrounding areas are kept clean, neat, and tidy clear definition and clear separation of rejected products (6 points)</p>	
5. Transportation inspection	Transportation inspection records for cleanliness before stock loading	<p>1) No documented records for inspection of transportation (0 points)</p> <p>2) Transportation is inspected for cleanliness before stock loading and register is available as proof (2 points)</p>	2
6. Dispatch of products	Dispatch of products process	<p>1) No dispatch process in place (0 points)</p> <p>2) SOP for dispatch in place (order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed, and stock is loaded and dispatched) (2 points)</p>	2
7. Product Storage	Storage conditions	<p>1) Storage conditions are unacceptable (0 points)</p> <p>2) All products are stored separately (2 points)</p> <p>3) In a cool or room-temperature location (2 points)</p> <p>4) Away from moisture, heat, (2 points)</p> <p>5) On crates/pallets & clearly labelled (2 points)</p>	8



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8. Packaging and labelling	All products should be packaged & labelled as per standards, food, cosmetics and disinfectants act, 1972 (act 54 of 1972)	1) No packaging and labelling policy in place (0 points) 2) Packaging and labelling policy in place (1 point) 3) Description of the product, name of the producer, special storage conditions, production date, best before date or use by date or sell by date, weight, and batch identification (label must not be removable) (1 point)	2
TOTAL			44
THRESHOLD			25

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

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the previous stages (Stage 1A, 1B, and 1C) of evaluation will be considered for the Price and Preference Point System evaluation.

Price Evaluation:

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

Bidders must complete and submit the following:

- SBD 3.1 Pricing Schedule – Firm Prices (Purchases) and Annexure A for pricing schedule
- SBD 3.2: Price Schedule - Non-Firm Prices (Purchases) if applicable
- SBD 6.1 for the Preference Points Claim Form in terms of the PPR 2022.



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For this tender the Gauteng Department of Health will promote enterprise which is at least 51% owned by South African in support of the RDP goals.

TABLE 6:

Preference points and specific goal system	Points
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
TOTAL POINTS	100

Table 7: Specific Goals - The maximum points for this tender are allocated as follows.

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points allocated	Documentary Proof Required
Specific goal (1): The promotion of black owned enterprises with at least 51% ownership or enterprises with 51% ownership by black woman	10	5	<ul style="list-style-type: none"> • A valid copy of affidavit or A copy of B-BBEE certificate and • A valid copy of CIPC registration certificate
Specific goal (2): Promotion of enterprises located in Gauteng Province	10	5	<ul style="list-style-type: none"> • Valid copy of lease agreement or a copy of current municipality bill not older than 3 months as a proof of residence in Gauteng
TOTAL FOR SPECIFIC GOALS	20	10	

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



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

8. INDEMNITY

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

9. CONTENT

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

10. CESSION

Cession will be handled in accordance with the instruction Note no. 8 of 2022/2023.

11. USE OF FLUID CORRECTING SUBSTANCES

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

12. PAYMENT TERMS

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

13. TRAVEL

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



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

14. LINES OF COMMUNICATION AND REPORTING

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

15. URGENT ORDERS

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

16. THE CONDITIONS OF THE BID AWARD

- a) Items will be awarded to the bidder whose bid scored the highest combined price.
- b) The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
- c) Bidders are required to register with National Treasury Central Supplier Database
- d) The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- e) The Gauteng Department of Health reserves the right to award this tender in full or part of it for the same item.
- f) The Department reserves the right to award this tender in multiple bid award.
- g) The Gauteng Department of Health will be awarding this tender per item per District in support of the Township Economic Revitalisation (TER) procurement strategy to advance township economy.
- h) Bidders who are sourcing products from another company, must submit a valid letter of commitment from one or more principal companies formalising the agreement between the two companies must be submitted. (Letter must be signed by both parties).
- i) The successful bidder must be tax compliant at the awarding of the bid.

17. DELIVERIES

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

18. DELIVERY PERIOD

- a) The bidders must state a delivery period that is firm for the duration of the contract.



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

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

Or

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.

19. FRONTING

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



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

20. COUNTER CONDITIONS

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

21. CONTRACT PERIOD

The contract shall be for a period of 3 (three) years.

22. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

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

23. THIRD PARTIES

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

24. POST AWARD REPORTING

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

25. PACKING REQUIREMENTS (GENERAL)

Containers in which Fresh Fruits and Fresh Vegetables are packed shall:

- a) Be intact, clean, suitable, and strong enough for the packing and normal handling of fruits and Vegetables:



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- Not impart a taste or odours to the fruits and vegetables.
 - Be free from Arthropoda infestation.
 - In case of re-used containers, they should be of such a material that the container can be cleaned and be disinfected prior to re-use.
- b) Be packed with fruits to the full capacity thereof.
 - c) Contain the mass of fruits specified in the item above opposite the type of container concerned.
 - d) Be packed in strong durable containers suitable for the specific fruit nature, fruits must be packed as firmly as possible without damaging container.
 - e) Contain fruits of the same class, size group, cultivar, and colour.
 - f) Consist of type Z, S, B, J, C containers or any other suitable container.
 - g) Types S, B and J containers shall be closed by sewing or treading with suitable typing string or by bunch tying with a suitable wire tie or other typing material.
 - h) Type Z and C containers shall be closed in a suitable manner.
 - i) The name of the product, class, size, use-by date, and the address of the producer should appear on the packaging.

26. TRANSPORTATION AND DELIVERY

- a) The product should be transported in a cool, insulated, and closed vehicle with a temperature of 4°C – 8°C.
- b) The product shall be fresh with an internal temperature of 5°C – 6°C at the time of delivery.
- c) All fruits shall be free from decay, blemishes, bruises, browning, be without leaves or waste, free from foreign matter including soil, foreign odours, insect damage and injury.
- d) The delivery transportation should be hygienically clean, sanitized appropriately and in good condition.
- e) Products shall not be transported with other products that can contaminate or impair the products.
- f) Transportation of fresh fruits shall be in a vehicle that is cleaned to such an extent that chemical, physical or microbiological contamination is prevented.

27. SHELF LIFE

- a) Upon delivery, all products must have at least 7 days shelf life before the date of expiry.

28. TECHNICAL REQUIREMENTS

The service provider shall ensure that employees are educated and trained regarding:

- a) General principles of health and communicable diseases



SPECIAL CONDITIONS OF CONTRACT GT/GDH/025/2024 - APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF FRESH FRUITS AND FRESH VEGETABLES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS (3 YEARS)

- b) General principles of personal hygiene and food handling practices.
- c) Customer services.
- d) Good Agricultural Practices (GAP) & Good Handling Practices

29. PRE-EMPLOYMENT AND ROUTINE MEDICAL EXAMINATIONS OF FOOD HANDLERS

Gauteng Department of Health does not consider pre-employment and routine medical examinations of food handlers to be cost-effective or reliable in the prevention of food-borne diseases and does not recommend that health authorities have such examinations done. However, regular monitoring and surveillance by health authorities and management of the food handling process is a crucial element in the prevention of food-borne diseases. Guidelines for the management and health surveillance of food handlers should be used in this regard.

30. PRICE SCHEDULE

- a. Bidders are required to complete all the mandatory response fields in the pricing schedules (separate attached excel sheet format as Annexure A for the goods, as follows:
- b. The technical specification as per the pricing schedule (attached as separate attached excel sheet format as Annexure A) is a summary description and the detailed technical specification of all the items is incorporated in special conditions as the product specification, paragraph 5 above).
- c. Bidders are required to offer prices of all the goods, transport, optional extras as required in the product specification paragraph 5 and the Pricing Schedule Annexure A.
- d. Non-compliance with this condition shall invalidate the bid.

31. TECHNICAL ENQUIRIES

Technical queries must be emailed to:

Ms. Nomonde Motsoeneng
Nomonde.Motsoeneng@gauteng.gov.za

Supply Chain queries must be emailed to:

Mr. Thulani Myaka / Tressah Mathebula
Thulani.Myaka@gauteng.gov.za / Tressah.mathebula@gauteng.gov.za

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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:	
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Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)