 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 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 at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

Request for Proposal

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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.	



Provincial Supply Chain Management

Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="text-align: center;">Provincial Supply Chain Management</h1>	
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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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." 01 September 2023</p>

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 being processed by the Gauteng Department of Social Development. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING 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 Social Development (**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 during the time period that it may be so required.

10. With my signature below, I 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 on 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	

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

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

The goods / services are 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											



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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	Bid Commitment and Declaration of Interest	Page 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

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

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

Full Name	Identity Number	Name of State institution

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

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

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

- 2.2.1 If so, furnish particulars:

--

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

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

- 2.3.1 If so, furnish particulars:

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3. DECLARATION

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

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

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

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

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

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

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


Signature		Date	
Position		Name of Bidder	

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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-

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE
SOCIAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SOCIAL DEVELOPMENT

DR FABIAN AND FLORENCE RIBEIRO TREATMENT CENTRE

CATERING SPECIFICATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. SCOPE OF SERVICE

Dr Fabian and Florence Ribeiro Centre is a Centre that is run under the auspices of the department of Social Development. The Centre is situated in Pretoria East (Cullinan) and it comprises of various scattered sections namely Proteem, Erica and Elandia. The Centre by design & layout caters for around 200 clients who are suffering from substance abuse problems. The Centre provides a 24/7 essential service.

Dr Fabian and Florence Ribeiro Centre is looking to appoint a service provider to render catering services for 50 service users between the age of 12 to 17 years and 150 adults (male and female). These numbers fluctuate daily depending on the occupancy in the institution.

Daily occupancy statistics will first be verified by the relevant sectional managers before meal preparation for the day. Extra meals must be prepared to accommodate new admissions or unplanned admissions. This will be communicated by the sectional managers to the service provider's supervisor during working hours or by food services. Additional residents that are not covered by the specification numbers will be charged.

2. CATERING AND RELATED SERVICES

Daily meals to be provided to the service users:

DAILY MEALS

- Breakfast
- Lunch
- Dinner
- 2 x Snacks per day including weekends, holidays and public holidays

Meal Serving Times

Meals	Serving time	Sections
Breakfast	07h00	Elandia and Erica
	07h15	Protem and Sickbay
Snack	10:00	Elandia and Erica
		Protem and Sickbay
Lunch	12h00	Elandia and Erica
	13h00	Protem and Sickbay
Dinner/ Supper	17h00	Elandia and Erica
	17h20	Protem and Sickbay
Snack	20h00	Elandia and Erica
		Protem and Sickbay

- Evening snack is served at 20h00 and should comprise of either a sandwich, 3 biscuits, 2 rusks or one large scone or muffin/slice of cake with a hot or cold beverage (seasonal).

3. SERVING POINTS

- All meals are to be served in the dining halls (Elandia, Erica, Proteem and Sick bay) unless otherwise specified.
- Serving points for special occasions and events will be communicated in advance.
- Flexibility and adjustments to the menu and meal serving times are to be negotiated with the Head of Institution in writing 24hrs before the meal is prepared

3.1 LUNCH PACKS

- The service provider will supply a full lunch pack for service users going to court and hospital visits as per appointment, planned outings and any other related activities as indicated by the institution (Please indicate the price breakdown of the lunch packs to the tender price)
- The lunch pack should comprise of the following:
- **4 Slices of buttered bread or 2 bread rolls with a substantial filling, e.g. Cheddar /Gouda cheese, Cheese spread, French Polony, Egg mayonnaise, Vienna's, burger patties, peanut butter and jam.**
- **250ml pure 100% fruit juice**
- **1 packet of potato chips (36g)**
- **1 seasonal of fruit (large)**

Lunch packs should be packaged in a sealable lunch bag and sandwiches should be wrapped in aluminum foil or grease proof paper. The service provider will also provide for an additional packaging requirement including plastic spoons, knives, forks, straws and serviettes when required.

4. MENU PLANNING

- Menus are to be designed in consultation with a Professional Dietician and the Centre Management
- It is recommended that a balanced diet encompassing food groups which are: Vegetables and legumes/beans, Fruits, Lean meats and poultry, fish, eggs, nuts, seeds, milk, yoghurt and cheese.
- At the discretion of the relevant Sectional managers, the planned meal for lunch can also be served when service users go on outings i.e. holiday programmes, camps, excursions etc. This arrangement must be communicated with the service provider in writing
- Consideration of menus to be flexible and adaptable to service users with special dietary needs, cultural preferences and medical requirements. This will be done in consultation with and only approved by operational nursing manager
- These specific needs will be communicated in writing to the service provider
- Fresh vegetables are to be used, only use frozen vegetables as an alternative.
- Only beans family canned vegetables are allowed.

5. SPECIAL REQUIREMENTS WITH REGARDS TO MENUS

- All meals shall be tested for taste and quality assured by delegated officials prior to serving times. A food tasting roster will be made available. Daily food evaluation forms will be completed and submitted to the Sectional Managers daily.
- Major changes to weekly menu planning shall be done in consultation with all relevant role-players and in accordance with dietary needs and costing frameworks

- Clean oil needs to be used for cooking at all the times and the changing of cooking oil will be checked randomly by the Sectional Manager
- Meat portions for meals must be standardized and served per predetermined weights. Chicken portions: only drumsticks, thighs and breasts can be served. Chicken breasts are to be used for pies and sandwiches. **Red meat especially for stews and casseroles should be boneless with minimum fat and should be first grade quality only**
- The garnishing and presentation of meals must be appetizing and appealing for consumptions. Proper presentation and quality of food is a pre-requisite (To serve according to menu specification and use correct utensils and wrapping material)
- The correct cooking and serving utensils should be provided.
- All food shall be wrapped, packaged and stored correctly.

6. VEGETABLES

Serving of a variety of fresh vegetables is essential to ensure proper vitamin and mineral efficacy. The following vegetables are preferred and to be provided:

- Cabbage
- Carrots
- Sweet potatoes
- Potatoes
- Butternut
- Pumpkin
- Hubbard squash
- Gem squash
- Spinach
- Lettuce
- Tomatoes
- Onions
- Cucumber
- Beetroot
- Green beans
- Peas
- Peppers
- Corn
- Mushrooms
- Baby Marrows

7. MONITORING OF MEALS AND ACCOUNTABILITY

- Daily occupancy statistics must be compiled by the supervisor/shift Team Leader and handed over to the Institution's Assistant Director.
- The Assistant Director from the institution will collect, verify and approve daily occupancy stats before meals are prepared.
- Daily stats must be communicated to the Head of Institution and Assistant Director for control purposes. Daily stats must be recorded in the admissions control register and numbers should be reconciled monthly against those documented in the register for proper invoicing.
- The Sectional Manager/delegated officials and Catering Manager will confirm the number of serving as per the number of clients in the unit during hand over of food.
- A delivery register for hand-over of the evening snack should be completed by the team leader and the outsourced supervisor on duty.

- Daily quality control of food will be facilitated by the Assistant Director and the Catering Manager.
- The Catering Manager and the Assistant Director will develop a check list and will ensure recording and accountability of all assets, equipment, crockery, cutlery, table cloths and any other resources owned by the Institution. The Catering Manager will ensure timeous reporting of losses and completion of a lost control register which will be monitored by the Assistant Director.
- An asset register must be developed and operationalized. Losses and/or damages are to be reported within 24hrs or on the first working day after the incident to the Asset Controller.
- The service provider will be liable for replacement of any lost, damaged or broken items to the same value of the broken item(s) and must replace such within 7 days after it has been reported to the asset controller.
- A Communication register/evaluation forms will be kept by the service provider to monitor complaints / compliments.
- Any deviations observed will be corrected immediately in consultation with the Head of Institution and the Assistant Director.
- Service users will provide monthly feedback in the Kitchen committee meetings or during monthly imbizo's which the contract supervisor should attend.
- All monthly requisitions and occupancy statistics will be reconciled and quality assured.
- The Sectional Manager and the contract manager will verify all stats prior to the submission of the monthly invoice for approval by the Head of Institution.

8. BEVERAGES

Cold Beverages

- Provision of 250ml, 100% fruit juices or a 330-ml fizzy beverage for lunch packs, outings and special events
- Juice concentrates can be served during lunch, supper or snack times especially during the warmer months.

Hot Beverages

- In winter, hot beverages such as Milo, hot chocolate, tea and coffee can be served during meals or at evening snack.

9. PURCHASE AND SUPPLY OF FOOD ITEMS

- Bulk buying must be facilitated through recognized service providers.
- Local supplier should be given first preference if they meet the requirements, e.g. SABS approved products.
- Only good quality fresh products and meat must be served to service users

10. SPECIAL EVENTS

- Any special arrangements and approvals for special events must be confirmed in writing by the Head of Institution in advance and approved by the Head of Institution prior to the event.

11. ADDITIONAL FUNCTIONS TO BE CATERED FOR AND INCLUDED IN THE TENDER PRICE: DATES TO BE AVAILABLE AS PER YEAR CALENDAR OF THE CENTRE

SPECIAL EVENTS

NO.	EVENT	PARTICIPANTS	MENU
1	International Day of Older Person	110	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
3	World Aids Day	100	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
4	Child Protection Week	100	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
5	16 days of activism	100	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
6	Youth Day	100	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
7	Substance Abuse Day	300	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
8	Family Open Day	100 (Quarterly)	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
9	Women's Day	100	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice

NO.	EVENT	PARTICIPANTS	MENU
10	External Stakeholders	Once per month (20)	<ul style="list-style-type: none"> • Breakfast: Sandwich, scones tea /coffee, milk and concentrated juice • Lunch: 1 starch, 2 vegetables, beef/chicken and juice
		1 030	

12. ANNUAL CHRISTMAS PARTY

- The service provider shall cater for 50 children and 150 male and female adult service users

A party pack should consist of the following:

1. Packet of potato chips (36g);
2. 100% fruit juice (250ml) or fizzy beverage (340ml);
3. Bar of chocolate (56g - Large);
4. Sucker/Lollipop;
5. Assorted sweets

13. ANNUAL CHRISTMAS PARTY- PROPOSED MENU:

BREAKFAST:

- Eggs
- Bread
- Cheese
- Sausages
- Bacon
- Tomato

LUNCH

Protein:

- 2x Fried/crumbed chicken drumsticks
- T-Bone steak
- Hake Fillets for service users not eating red meat

Starch:

- Savoury Rice
- Roast Potatoes

Vegetables:

- Sweet Pumpkin
- Green Salad
- Beetroot Salad
- Green beans
- Tomato and onion gravy

Dessert:

- Fruit salad and ice cream

Evening snack

- 2 pieces of cake. An assortment of cakes i.e. red cakes, doughnuts, vanilla sponge, milk tart.
- Piece of Fresh seasonal fruit (watermelon, apples or nectarines, yellow cling peaches)

SUPPER

- Light meal such as hot dog, boerewors roll, toasted sandwich with cheese and tomatoes
- Cold Beverage

CHRISTMAS DAY (25 DECEMBER)

(This includes provision of lunch time meal for the childcare worker on shift)

BREAKFAST:

- Eggs
- Bread
- Cheese
- Sausages
- Bacon
- Tomato

LUNCH:**Protein**

- Roast beef
- Crumbed chicken thighs
- Fried fresh fish/crumbed fish fillets (for non-meat eaters)

Starch:

- Rice
- Potato wedges
- Macaroni cheese

Vegetables:

- Sweet Butternut
- Creamed spinach
- Brown onion gravy
- Coleslaw
- Three bean salad

Dessert:

- Fruit Jelly and custard
- Ice cream suckers
- Party pack (potato chips, large bar of chocolate, sucker, fizzer, sweets)

Beverages:

- Fizzy beverage (330 ml)

Evening Snack:

- Queens cake, fresh cream cake, vanilla sponge.
- Seasonal fruit (yellow cling peaches, nectarines).

SUPPER

- Light supper and beverage as stated in annual service user's Christmas party menu

FAMILY DAY (26 DECEMBER)**BREAKFAST:**

- Eggs
- Bread
- Cheese
- Sausages
- Bacon
- Tomato

LUNCH

- Normal Sunday special lunch (see Sunday lunch as per standardized menu plan).

SUPPER

- Light supper (hamburger/ pie/ hotdog/ toasted sandwich and juice).

NEW YEARS EVE AND NEW YEARS DAY (31st DECEMBER AND 1ST JANUARY)
(This includes provision of lunch time meal for childcare shift on day duty on New Year's Day and provision of an evening meal for childcare shift on night shift on New Year's Eve)

NEW YEAR'S EVE BRAAI: SUPPER

- 1 Piece of Wors, T bone steak and Chicken drumstick for each child
- Pap and bread rolls
- Chakalaka salad
- Green salad

Beverages:

A cold beverage as stated in Annual Service user's Christmas party specified for the different age groups apply.

Evening Snack

- 2 Scones
- 100% Juice (250ml)

1st JANUARY / NEW YEAR'S DAY**BREAKFAST**

- Dry cereal (Rice Crispies with milk)
- Fried eggs
- Bacon/fish fingers
- Fresh bread and margarine
- Fried mushrooms and onions
- Grilled tomatoes
- Hot beverage or milk

LUNCH**Protein:**

- Roasted chicken drumstick and thigh
- Fried fish

Starch:

- Bread Rolls

Vegetables

- Green salad
- Potato salad

Beverages:

- 250 ml fruit juice or 330ml fizzy beverage

Dessert:

- Fruit lollies

Evening snack

Party pack (as per the contents alluded to in the annual Service users Christmas party)

SUPPER

- Light supper: Sausage Rolls x 2
- Cold beverage

GOOD FRIDAY

(This includes provision of lunch time meal for childcare shift on day duty on Good Friday and Easter Sunday)

BREAKFAST:

- Eggs
- Bread
- Cheese
- Sausages
- Bacon
- Tomato

LUNCH

- 2x Fish cakes
- 1x Crumbed hake fish fillet
- Fried Chips
- Green salad
- Coleslaw
- Three bean salad
- 2x hot cross buns
- 250 ml fruit juice, 330 ml fizzy drink

Dessert:

- Plain cake sponge and hot custard

SUPPER

- Light supper: Toasted cheese and tomato concentrated juice

Evening snack: A per the standardized menu

EASTER SUNDAY**BREAKFAST**

- Eggs
- Bread
- Cheese
- Sausages
- Bacon
- Tomato

LUNCH

- As per the Sunday Lunch menu
- Each child to receive 2 marshmallow Easter Eggs after dessert

SUPPER

As per the supper menu for the day

Recommended four-week cycle menu for costing of daily meals is attached.

Service users' s Birthdays:

- A list of all service users celebrating birthdays per month will be prepared by the Social Auxiliary worker and submitted to the Sectional Managers on the first day of the new month.
- The celebration of service user's birthdays will take place monthly, on a date and time agreed upon by the Child and Youth Care Supervisors/Sectional Managers
- A Birthday cake shall be provided for all service users celebrating their birthdays during that month. This will be accompanied by a 330ml fizzy beverage or a sparkling juice, packet of potato/maize chips and a small chocolate bar.

14. STAFFING

- Only qualified Chefs, cooks and supervisors to be recruited
- **75% of workforce shall be recruited from the three local communities (25% Refilwe, 25% Onverwacht, 25% Cullinan and Rayton 25% from the service provider**
- **Recruited staff will be required to undergo SAPS clearance or vetting against the Child Protection Register to determine their suitability to work with children as per Section 111 of the Children's Act (Act No. 38 of 2005) Part B.**
- **Recruitment of staff must comply with employment equity targets. Recruitment processes should ensure a balanced representation from the following vulnerable groups: Women, Youth and Persons with Disabilities)**
- Recruitment and selection will be the responsibility of the Bidder in consultation with Centre Management.

The staff component shall comprise of the following structure:

- **2 x Supervisors (1 supervisor per shift)**
- **2 x Cooks (1 per shift)**
- **2 Chefs (1x per shift)**
- **12 x Food Service Assistants (6X Food Service Assistant's per shift)**
- **2x Drivers (1x driver per shift)**
- **8x Cleaners per shift (4x cleaners per shift)**

15. KITCHEN FACILITIES AND CONTROL

A FOOD SERVICE CERTIFICATE-REGULATION R638 OF 22 JUNE 2018 MUST BE PRODUCED AND AVAILABLE AT TIME OF TENDER AND DISPLAYED THROUGHOUT THE DURATION OF THE TENDER PERIOD

- All catering staff members will be subjected to searching procedures and will demonstrate compliance to Centre Rules and Regulations
- Compliance to contraband management shall be ensured including the prohibition of alcohol, illegal substances and any other substances or equipment deemed harmful to clients and staff
- The contractor and his / her staff will comply with the list of permissible / non-permissible items identified by the Centre and will be availed when the contractor is appointed
- No unauthorized people should be allowed in the kitchen. This should be strictly adhered to and monitored by the admin manager.

16. CLEANING MATERIALS, UNIFORMS AND STATIONERY/EQUIPMENT

- The service provider shall provide their own technical and physical equipment e.g. photocopier/fax/computer/ laptop, cell phone, step ladders and all stationery required for its operations
- Proper branded uniforms including personal protective clothing and non-slip shoes must be purchased by the contractor for all staff and be available on the first day of operation.
- Head covers, aprons and gloves shall be provided by the contractor for all staff and compliance will be monitored by the OHS Committee.
- Service provider shall supply all cleaning material and equipment.

17. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE

- The bidder shall ensure that the OHS Act and any other legislative prescripts, policies and procedures relating to Occupational Health and Safety are adhered to;
- The bidder will ensure provision of uniform and relevant PPE; s
- The bidder shall ensure that all Occupational Health and Safety Standards are complied with and will be held liable for non-compliance;
- The service provider shall appoint and ensure that a nominated staff member is trained to occupy the following OHS portfolios: First Aid, Fire Fighting/Evacuation and ensure that all staff is made aware of safety procedures;
- The bidder shall ensure that the hygiene, maintenance and safety in the kitchen are compliant with the Institution requirements;
- The bidder shall attend the monthly OHS meetings as stipulated in the year calendar;
- The institution is a smoke free zone. Smoking will only be permitted in designated smoking areas;
- All staff should be medically fit. The contractor will ensure that personnel are subjected to annual medical surveillance checks. Suspicion of any contagious infections or

diseases are to be communicated in confidence to the kitchen supervisor and managed effectively;

- The bidder will be responsible for training and development of own staff regarding Occupational Health and Safety.

18. HYGIENE

- Staff's nails are to be kept short and clean;
- No nail polish;
- Open sores and wounds are to be kept covered;
- Promote good hygiene in the kitchen (regular washing of hands). The service provider to ensure that hygienic liquid soap and a paper towel dispenser is made available for this purpose and is easily accessible;
- Washing of hands after every activity is compulsory.
- Uniforms are to be changed daily, to avoid contamination and cross infection;
- Eating whilst preparing food is not permitted;
- Gloves and mop caps should be worn at all the times during preparation of food and at any other time deemed necessary;
- All closed packages are to be opened with a knife or kitchen scissors;
- Jewelry should be removed during food preparation and limited during service.

19. CLEANLINESS

- ***Only SABS approved products must be used in the kitchen to disinfect catering equipment, utensils, crockery, cutlery and work surfaces. Disinfecting of the following areas is essential:***
 - Cooking equipment including pots and pans
 - Floors
 - Ovens
 - Stoves
 - Tilting pans and pots
 - Windows
 - Tiles
 - Walls
 - Fridges/freezers
 - Appliances
 - Stores
 - Drains
 - Cleaning equipment (mops, cloths, buckets etc, cloths.)
 - Kitchen hand basins, sinks and floors must be washed, disinfected and degreased daily
 - Bins (in the kitchen and outside the waste disposal area) must adhere to Occupational Health and Safety standards
 - Arrangements to be made by the Institution for the disposal of wet and dry food waste accordingly to the prescribed waste removal procedures and ensure that it is ECO friendly compliant. Promote proper recycling practices.

- Hand disinfectant machine, disposable hand paper towels and disposable different gloves should be readily available and utilized daily
- Color coded mops or equivalent to be used to avoid cross contamination e.g. toilets, kitchen
- Granite/quartz or equivalent cutting boards / working is recommended
- Chipped or damaged cutlery, crockery and kitchen equipment must be removed and reported to the Asset controller. The relevant Departmental Loss Control/ Disposable procedures and policies should be applied.
- Mops, brooms, buckets and all SABS approved cleaning detergents to be purchased and replaced at the service provider's cost.
- **Recommended SABS approved cleaning materials to be used includes: All-purpose cleaner, bleach, dishwashing liquid, brooms, brushes, mops, disinfectant, oven cleaner, steel wool, pot scourers, all-purpose sponges, degreaser, surface cleaner, window cleaner**
- All crockery, cutlery and kitchen equipment required for daily operational purposes will be supplied by the Department of Social Development

20. PEST CONTROL IN THE KITCHEN

- Pest control activity must be conducted weekly to control the prevalence of flying and crawling insects as well as rodents and cats
- The Bidder shall develop a pest control management plan to minimize activity of pest by appointing a reputable supplier that is registered with the Department of Agriculture and Rural Development which must be done quarterly

21. DRAINAGE/MAINTENANCE

- The service provider shall be held liable for unblocking blocked drains in the kitchen.
- The service provider will supply drain acid to degrease and unblock the drains.

22. STORAGE

- The correct room temperatures for the storage of all perishable food should be established and monitored daily to avoid food poisoning or contamination
- Food needs to be covered properly with serving lids to prevent food contamination
- Food trolleys must be cleaned and disinfected daily. They should be stored in an appropriate area and should not be exposed to bacteria and other elements
- Expiry dates of products must be checked and expired stock must be disposed of when discovered. No leftover food should be served to service users.

23. HUMAN RESOURCES AND LABOUR RELATIONS

- The service provider will ensure compliance to the Labour Relations Act, Basic Conditions of Employment Act and all relevant Acts and Policies related to employment practices
- The service provider shall manage all labour related issues with the staff concerned
- The service provider shall keep proper records pertaining to employment practices and shall produce these at the discretion of the Department of Social Development

- There will no disruption of services during any Industrial or service delivery strikes. The service provider recognizes that the Institution is deemed an **ESSENTIAL SERVICE** and services will be expected to continue. The service provider shall ensure that the catering staff is provided with company transport and the necessary resources to ensure continued service delivery.

24. AVAILABILITY OF OTHER RESOURCES

24.1 Kitchen Equipment

- Kitchen equipment (gas and electrical stoves) owned by the Institution will be utilized
- Any breakages / losses to be reported within 24 hours as per the prescribed policies and procedures
- **The contractor shall ensure that the catering equipment is utilized correctly and that staff operating the equipment are adequately trained**
- **The contractor shall avail a site vehicle for purchasing and delivery purposes. The vehicle should also be available to transport staff to training or for management of emergencies and any crisis, that may occur**
- **The service provider will ensure that all meals are served during periods of load shedding or if the water supply is disrupted.**

24.2 Maintenance of Equipment

- The Institution shall take responsibility for the maintenance and repairs of all catering equipment.
- The Bidder will be held liable for any damages and / or repairs that are caused due to negligence
- All electrical equipment except the fridges must be switched off when not in use (e.g. stoves, microwaves and heaters)
- The repairs must be done by a reputable service provider

25. MEETING ATTENDANCE

- Compulsory attendance at all Planned monthly meetings with Contract Manager and Centre Management
- Emergency /ad hoc meetings (for crises situations)
- Monthly staff meetings between Manager and site staff. Minutes of these minutes should be availed to the admin manager within seven days after the meeting.
- Occupational Health and Safety monthly meetings / Walkabouts

26. ORIENTATION

- An Orientation session will be conducted by the Centre Management for all staff members and contract management.
- Newly appointed staff must be orientated if there is staff turnover during the contract period and management should be notified of these changes.

27. COMPLIANCE TO THE CENTRE'S RULES AND REGULATIONS

- It is expected that the Service provider and staff comply with the relevant legislation, policies, rules and regulations governing the institution's scope of practice including implementing any Management decisions and Departmental Directives.
- Outcomes of monthly management and contract meetings must be implemented.
- Centre Management will monitor compliance to the specs during monthly contractors meeting and hold the service provider liable for non-compliance to contract specifications. The necessary intervention in collaboration with Senior Management in the Department will be sought to correct non-compliance.

28. GENERAL

- Copies of the weekly menu to be displayed and visible in the kitchen
- Promotion of good customer service
- Display transparency and openness for constructive feedback
- Timeous cleaning and fetching of dishes after functions, meetings and events
- Contingency plans to be developed and in place in the event of power failures or water shortages
- All monthly payments should follow protocols and be submitted within the prescribed time frames
- The Institution will not be held liable for any payment of requisitions if the requisitioned items for functions are not authorized by the Head of Institution / appointed delegate or if the requested items are not delivered by the service provider.

MEAL PLAN – QUANTITIES PER INDIVIDUAL PER DEPARTMENTAL RATION SCALE

Description	12 -17 Years and adults
1. Raw Porridge/Cereals	50-60g
2. Fresh Milk per day	200-250ml
3. Sugar	60ml per serving
4. Beverage with milk	250-300ml per serving
5. Bread (Standard slice)	4 slices per serving
6. Bread Rolls	2 portions
7. Filling (Polony/cheese)	1 slice, 50g per serving
8. Filling (Butter, jam, peanut butter etc.)	80g per serving
9. Fruit	
Apple, Naartjie, Nectarine, Pear, Orange, Peach, Banana, Plum	Large
Mango	Medium
Pineapple, Watermelon, Paw- Paw, Grapes	180g
10. Raw weight: Starch (Pap, Rice, Samp etc.)	50g
Raw chips, potato	120g
11. Raw weight: Meat and chicken	150g – 200g
Fish	120g
Sausages/Viennas/Wors/Russians	2 portions
12. Raw weight: Vegetables per serving	120g
13. Juice	250-300ml
14. Yoghurt/custard	180ml
15. Dessert	180g
16. Scones/rusks/muffins/queens cakes	2 slices/servings
17. Eggs	2 large

WEEK 1 MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Milk Tea X4 Slices bread Margarine Jam	Oats Fresh Milk Coffee X4 Slices bread Margarine Peanut Butter	Mabela Fresh Milk Milo X4 Slices bread Margarine Jam	Oats Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	M/Meal Milk Coffee X4 Slices bread Margarine Jam	Corn Flakes Fresh Milk Hot chocolate X 4 Slices Bread toasted Margarine Fried Eggs Smoked Viennas	Oats Fresh Milk Milo X4 Slices bread Margarine Gouda Cheese Sliced
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit Sandwich (4 slices)spread Juice	Seasonal Fruit 2x Rusks Popcorn Hot chocolate	Seasonal Fruit Sandwich (4 slices) Cheese Milo	Seasonal Fruit 2x flap jacks Juice Packet of sweets	Seasonal Fruit Sandwich (4 slices Cheese and Jam) Tea	Seasonal Fruit Simba chips Sweets Juice	Seasonal Fruit Large Bar of chocolate Juice
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Wors Roll x2 Juice concentrate Condiments	Samp and beef stew Juice concentrate	Beef hamburger and chips Fruit juice Condiments (tomato sauce, mustard sauce, sweet chili sauce and barbecue sauce)	Macaroni cheese Green salad Juice concentrate	Fish & chips Coleslaw salad x2 slices bread Juice concentrate	Sausages Tomato gravy Pap Juice concentrate	Kentucky chicken & roast potatoes Savory rice Sweet cinnamon pumpkin Beetroot salad Jelly & custard Fizzy drink
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Vegetable chicken Casserole Pap Beetroot salad	Meat loaf Tomato Gravy Mash Green Salad	Braised short ribs Brown gravy Dumpling Spinach & potato	Wors Braised cabbage Pap Tomato gravy	Chicken curry Rice Carrot salad	Beef Goulash Samp & beans	Mince savoury Rice Baked bean salad

SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Cheese slice Juice 250 ml	X2 Scones Tea	X2 slices bread Peanut butter Juice concentrate	X2 Slices bread Jam Milk	X2Rusks Tea	X2 Bran Muffins Jam Milo	Sponge cake Hot chocolate

WEEK 2 MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Fresh Milk Tea X4 Slices bread Margarine Jam	Oats Fresh Milk Coffee X4 Slices bread Margarine Peanut Butter	Mabela Fresh Milk Milo X4 Slices bread Margarine Jam	Oats Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	M/Meal Milk Hot chocolate X4 Slices bread Margarine Jam	Corn Flakes Fresh Milk Tea X 4 Slices Bread toasted Margarine Scrambled Eggs Fish fingers	Oats Fresh Milk Milo 4 Slices bread Margarine Cheese spread
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit Sandwich (4 slices) Jam Juice	Seasonal Fruit 2x Rusks Tea	Seasonal Fruit Sandwich (2 slices) Cheese Milo Packet of sweets	Seasonal Fruit 2x flap jacks Juice	Seasonal Fruit Sandwich (4 slices) Polony Hot chocolate	Seasonal Fruit Simba chips Sucker Juice	Seasonal Fruit Large Bar of chocolate 3 Biscuits Juice
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Mince Pap Tomato salad Juice concentrate	Beef stew and samp Juice concentrate	Fish cake Potato wedges Bread	Chicken burger Green salad Juice 250 ml	Fish & chips Sweet carrot Salad Juice concentrate	Wors Pap Chakalaka Juice	Chicken Roast potato Rice Pumpkin Beetroot salad Vanilla sponge & custard Fizzy drink

SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Chicken stew Samp and beans Carrot salad	Beef Sausage Brown gravy Mash Mixed vegetables	Roast chicken Tomato Gravy Rice Sweet cinnamon Pumpkin	Mince and dumplings Cucumber salad	Sausages Brown onion gravy Pap Braided cabbage	Braised Chuck Dumpling Gravy Beetroot	Wors roll Green salad Juice
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Cheese Juice 250 ml	X2 Slices bread Peanut butter Tea	X2 slices bread Margarine Syrup Milk	X2 slices bread Margarine Jam Milo	X2 Choc chip Muffins Juice concentrate	X2 Scones Raisin Tea	2x Queens cake Juice 250 ml

WEEK 3 MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Milk Tea X4 Slices bread Margarine Peanut butter	Mabela Milk Milo X4 Slices bread Margarine Jam	Rice crispies Fresh Milk Tea X4 Slices bread Margarine Peanut butter	Oats Fresh Milk Hot chocolate X4 Slices bread Margarine Jam	M/Meal Milk Tea X4 Slices bread Margarine Peanut butter	Weetbix Fresh Milk Milo X 4 Slices Bread toasted Margarine Bacon Scrambled Eggs	Corn Flakes Fresh Milk Tea X4 Slices bread Margarine Slice Cheese
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit Sandwich (4 slices) Egg mayo Juice	Seasonal Fruit 2x Rusks Tea	Seasonal Fruit Sandwich (2 slices) Chicken mayo Milo Packet of sweets	Seasonal Fruit 2x flap jacks Juice	Seasonal Fruit Sandwich (4 slices) Polony Hot chocolate	Seasonal Fruit Simba chips Sucker Juice	Seasonal Fruit Large Bar of chocolate 3 Biscuits Juice

LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Chicken, rice pumpkin,mixed vegetables Juice 250 ml	Pap Tenderized steak Chakalaka Juice 250 ml	Mince Baked beans Rice Juice 250 ml	Beef burger Juice 250 ml	2x fish cakes Potato salad x2 slices bread Juice 250 ml	2x Hot dogs Juice Fizzy drink	Roasted chicken Roast potatoes Savory rice Green salad Pumpkin Fruit, Jelly & ice cream Fizzy drink
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Beef stew Spinach Pap	Spaghetti bolognaise Green beans	R/ chicken Gravy Pap Mixed vegetables	Beef Goulash Braised Cabbage Samp & beans	Wors rolls Condiments tomato sauce, mustard sauce, sweet chili sauce and barbecue sauce) Juice	Vegetable Chicken stew Pap Beetroot salad	Mince curry Rice Carrot salad
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Syrup Juice 250 ml	X2 Slices bread Margarine Jam Hot chocolate	X2 Slices bread Margarine Peanut butter Juice 250 ml	X2 Slices bread Margarine Cheese Tea	Sponge cake Milk	X2 Muffins Banana Juice 250 ml	2X vanilla Queens cake Tea

WEEK 4 MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Fresh Milk Tea X4 Slices bread Margarine Jam	Oats Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	Mabela Fresh Milk Milo X4 Slices bread Margarine Jam	Weetbix Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	M/Meal Milk Hot chocolate X4 Slices bread Margarine Jam	Corn Flakes Fresh Milk Tea X 4 Slices Bread toasted Russian Boiled Eggs	Rice crispies Fresh Milk Tea X4 Slices bread Margarine Cheese spread
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit Sandwich (4 slices) Margarine Polony Juice	Seasonal Fruit 2x Rusks Tea	Seasonal Fruit Sandwich (2 slices) Margarine Cheese spread Milo Popcorn	Seasonal Fruit 2x flap jacks Juice	Seasonal Fruit Sandwich (4 slices) Egg mayo Hot chocolate	Seasonal Fruit Simba chips Sucker Juice	Seasonal Fruit Large Bar of chocolate 3 Biscuits Juice
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Chicken Pap and vegetables Concentrated Juice Fruit	Beef burger x2 Cucumber Salad Condiments Concentrated Juice	X2 Hot Dog and Chips Condiments tomato sauce, mustard sauce, sweet chili sauce and barbecue sauce) Fizzy beverage	Wors Pap Tomato gravy Juice	Fish & chips Coleslaw Concentrated juice	T bone steak Pap Chakalaka Fizzy drink	Crumbed Chicken Potato wedges Green salad Three bean salad Fruit salad, ice cream Fizzy drink
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Vegetable Beef Stew Creamed Spinach Dumplings	Roast chicken Mixed vegetables Brown Gravy Beetroot salad Rice	Spaghetti Meatballs and tomato gravy Mixed vegetables	Chicken curry Rice Tomato & cucumber Salad	Green beans Beef sausages Brown Gravy Samp	Braised Chuck Pap Brown Onion Gravy	Meatloaf Mash Baked beans

SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Cheese margarine Milo	X2 Slices bread Margarine Jam Hot chocolate	X2 Slices bread Peanut butter Tea	X2 Slices bread Margarine Syrup Juice	X2 Scones Milk	X2 Raisin muffins Juice	X2 Queens cake Juice

29. EVALUATION METHODOLOGY

The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), and the Preferential Procurement Regulations, 2022 (PPR).

- The evaluation of the bids will consist of a two-stage process as per the PPR, 2022
- The **first stage** of the evaluation of bids will consist of **Administrative Compliance**, and **Functionality Evaluation** (Desktop and Site Visit). During the Functionality Evaluation stage, bids that do not meet the minimum criteria or threshold for functionality will be disqualified and will not be considered for the second stage of evaluation.
- The **second stage** of evaluation will consist of the **Preference Points System** on the 80/20 principle, where 20 points are allocated for specific goals and 80 points for price only.

29.1 STAGE 1A: ADMINISTRATIVE EVALUATION

Mandatory documents (eliminating factor):

- Bidder's Disclosure should be completed and signed by the bidder (SBD 04)
- Valid letter of good standing of Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)
- Valid and original certified copy of certificate of acceptability of food premises R638 of 22 June 2018 of the Company's own facility
- Submit completed and signed SBD 3.3 - total bid price for the period of thirty-six (36) months inclusive of VAT

Bidders should ensure that the total bid price includes the following:

- Menu four (4) week cycles
- Special Events x 10
- Service user's Birthday (quarterly)
- Christmas Party Pack
- Pre-Christmas Celebration Day
- Christmas Day (25 December)
- Family Day (26 December)
- New Year's Eve including braai (31 December)
- New Year's Day (01 January)

- Good Friday
- Easter Sunday

PLEASE TAKE NOTE: ALL OVERHEADS AND OPERATIONAL EXPENDITURE (such as Salaries, Training, Staff Uniform, Staff Meals, Site Vehicles, Sundry Expenses, Cleaning Materials, and any other Contingencies in line with the scope of work) ARE INCLUSIVE IN THE TENDER PRICE INCLUDING VAT.

NOTE: BIDDERS THAT DO NOT COMPLY WITH ALL THE ABOVE CRITERIA WILL BE DISQUALIFIED AND NOT BE CONSIDERED FOR FURTHER EVALUATION

Other Required Documents (non-eliminating factor)

- Latest CSD report of registration with the National Treasury Central Supplier Database (CSD);
- Valid Tax Clearance Status PIN, issued by SARS;
- ID document of the owner/s of the company;
- CIPC Company Registration Certificate;
- Proof of residence or lease agreement;
- Medical Certificate (if disabled);
- Two (2) year Comparative audited financial statements, management accounts for bidders who are in their first year of operation and do not have audited financial statements or Annual Financial Statements that are in line with the Companies Act or Management Accounts signed by the owner/director for bidders who are in their first year of operation and do not have audited financial statements in line with the Companies Act.

29.2 STAGE 1B: FUNCTIONALITY (DESKTOP) EVALUATION

The following criteria will be used for the Functionality Evaluation:

- A total of **30 points** is allocated for the Functionality (Desktop) Evaluation.
- Bidders that do not meet a **minimum threshold of 18 points** during this evaluation, will not be considered further evaluation.
- Bidders are requested to include with the tender document all the information requested below:

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

AREA	COMMENTS	POINTS
1. Human Resources	<p>1.1. Recruitment process for the required catering staff (2x Supervisors, 2x qualified Chefs, 2x Cooks, 12x Food Service Assistants, 2x drivers and 8x cleaners):</p> <ul style="list-style-type: none"> • No recruitment plan (0) • A detailed recruitment process with reference to the below points: <ul style="list-style-type: none"> ○ Method of recruitment, including recruitment from local community (3) ○ Selecting and shortlisting (4) ○ Interview (3) ○ Screening/reference checking (vetting) (2) ○ Induction and training (4) 	16
2. Quality	<p>2.1. Good hygiene practice: Measures for the prevention of cross contamination:</p> <ul style="list-style-type: none"> • No measures provided (0) • 1 - Cross contamination prevention measure outlined (1) • 2 - Cross contamination prevention measures outlined (2) • 3 or more Cross contamination prevention measures outlined (3) 	3
	<p>2.2. Personal hygiene:</p> <ul style="list-style-type: none"> • No personal hygiene policy/practices provided (0) 	5

AREA	COMMENTS	POINTS
	<ul style="list-style-type: none"> No documented policy but have a relevant and detailed explanation for personal hygiene practices (3) Signed documented personal hygiene policy (5) 	
3. Menu	3.1. Describe how you would ensure that the quality of the end product/s are consistent at all times: <ul style="list-style-type: none"> No information provided (0) Complete description system used for consistency of the end product (2) 	2
4. Company Experience	4.1. Proof of previous catering service/s performed by the company to verify the level of experience: <ul style="list-style-type: none"> 1 - purchase order or letter of award (1) 2 - purchase orders or letters of award (2) 3 - purchase orders or letters of award (3) 4 or more purchase orders or letters of award (4) 	4
TOTAL		30
THRESHOLD: BIDDERS THAT SCORES LESS THAN 18 POINTS DURING THIS STAGE OF EVALUATION WILL BE DISQUALIFIED AND NOT CONSIDERED FOR FURTHER EVALUATION		

29.3 STAGE 1C: FUNCTIONALITY (SITE VISIT) EVALUATION

The following criteria will be used for the Functionality Evaluation:

- A total of **40 points** is allocated for the Functionality (Site Visit) Evaluation.
- Bidders that do not meet a **minimum threshold of 24 points** during this evaluation, will not be considered further evaluation.
- Bidders are requested to provide documentation during the site visit

AREA	COMMENTS	POINTS
1. Personnel Resources	<p>1.1. Staff confirmation as per the specifications - (2x Supervisor, 2x qualified Chefs, 2x Cooks, 12x Food Service Assistants, 2x drivers and 8x cleaners):</p> <ul style="list-style-type: none"> • No staff and no database (0) • Database of relevant staff ready for employment (1) • CV's of employees indicating qualifications and experience (copies of qualifications) (1) • Contract of employment for existing staff signed by employer and employee (1) • Job descriptions (1) <p>NB: Points will only be allocated per criteria if the information and documentation is provided for all staff required</p>	4
	<p>1.2. Complete personal protective clothing:</p> <ul style="list-style-type: none"> • No fully identifiable sample of uniform in place (0) • Proof of agreement with a company to obtain fully identifiable personnel protective clothing (2) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Fully identifiable personnel protective clothing available for display with name tags, as per the specifications (branded uniform, safety shoes, head covering, gloves) for: <ul style="list-style-type: none"> ○ Supervisor (1) ○ Cooks (1) 	6

AREA	COMMENTS	POINTS
	<ul style="list-style-type: none"> ○ Chefs (1) ○ Food service aids (1) ○ Drivers & cleaners (1) ○ Cleaners (1) 	
2. Staff Training Programme	<p>2.1. Detailed staff training programme to ensure competence and required expertise:</p> <ul style="list-style-type: none"> • No staff training programme (0) • Induction programme - attendance registers required (1) • Refresher courses (hygiene, food safety, customer service, food preparation) <ul style="list-style-type: none"> ○ Internal training - attendance register required (1) ○ External training - certificates required (1) ○ External training - accreditation certificate required (1) 	4
3. Food Safety Management	<p>3.1. Meet the basic hygiene requirements for food safety management system:</p> <ul style="list-style-type: none"> • No information provided (0) • Work plan for cooking (2) • Cooking methods (2) • Stock handling and storage methods (4) • Fire & safety policy (4) • Kitchen pest control methods (4) • Selection of suppliers (2) 	18
4. Customer Service	<p>4.1. Effective means of Customer Relationship Management - Customer complaints:</p> <ul style="list-style-type: none"> • No documents for customer complaints handling (0) • Documented proof on how the customer complaints will be handled including turnaround time (1) • Documented proof of complete customer complaint procedure (1) 	4

AREA	COMMENTS	POINTS
	<ul style="list-style-type: none"> Complete corrective actions including evidence to indicate how the problem was solved and its resolution (2) 	
	<p>4.2. Effective means of Customer Relationship Management - Customer satisfaction measures:</p> <ul style="list-style-type: none"> No documented customer satisfaction measures in place (0) Clear explanation on how customer satisfaction will be conducted (1) Meeting attendance with minutes as proof (1) Customer survey questionnaire with feedback (2) 	4
TOTAL		40
<i>THRESHOLD: BIDDERS THAT SCORES LESS THAN 24 POINTS DURING THIS STAGE OF SITE VISIT EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS</i>		

STAGE 2: PREFERENCE POINTS SYSTEM

This stage of the evaluation is based on the Preference Points System, in terms of section 5, read with section 2(1) (b) (i) and (ii) and 2(1) (c), of the Preferential Procurement Policy Framework Act 2000, and PPR 2022 with effect from 16 January 2023.

- Price = **80 Points**
- Specific goals = **20 Points**

Specific goals	Points
Enterprise that is at least 51% owned by person/s who are black person/s	5
Enterprise that is at least 51% owned by person/s who are women	4
Enterprise that is at least 51% owned by person/s who are youth	4
Enterprise that is at least 51% owned by person/s with disability	2
Enterprise located in Townships/Informal Settlements and Hostels	5
Total	20

Bidders must submit the following document to substantiate points claimed for specific goals on paragraph 4.2 (Table 1) of SBD 6.1

- CSD Report;
- Proof of residence or lease agreement;
- Medical Certificate (if disabled);
- ID document of the owner/s of the company;
- CIPC Company Registration Certificate.



GAUTENG PROVINCE
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REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

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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
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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)