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

Notes:

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

The Tendering System

The RFP Pack 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

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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System
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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

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

FULL ADDRESS

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

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

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

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

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

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

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

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

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

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

¹"State" means-

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

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

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y				N		
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y				N		
If no, furnish reasons for non-submission of such proof							

10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y				N		
If YES, furnish particulars							

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y				N		
If so, furnish particulars							



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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**Bid Commitment and
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11. Full details of directors / trustees / members / shareholders.

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

DECLARATION

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

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

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

DATE	POSITION



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

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

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



GAUTENG PROVINCE
 PROVINCIAL TREASURY
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Provincial Supply Chain Management


Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<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 B-BBEE Status	Points
Bid Price	90/80
Preference Points	10/20
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (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.	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

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

Comments to include:

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

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

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION OF CONTRACT GT/GDH/104/2021 - FOR THE SUPPLY AND DELIVERY OF PROCESSED VEGETABLES TO ALL GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EMS:	Emergency Medical Services
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
PPPFA:	Preferential Procurement Policy Framework Act
PDP:	Professional Driving Permit
QC:	Quality Control
QSE:	A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
RFP:	Request for Proposal
SABS:	South Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax
National Treasury;	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION OF CONTRACT GT/GDH/104/2021 - FOR THE SUPPLY AND DELIVERY OF PROCESSED VEGETABLES TO ALL GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

1. THE PURPOSE

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

2. BACKGROUND

Provision of processed vegetables to patients helps in providing the required vitamins, minerals and achieving the required daily allowances of the foods. In meeting the stipulated food based dietary guidelines requirements it is crucial for patients to be provided with processed vegetables in all dishes prepared in hospitals. The specification covers all types of pre-prepared vegetables to be used in the preparation of various types of dishes such as vegetables, salads, soups and in stews in all Health Institutions in Gauteng.

The processed vegetables should be of high quality and suitable for human consumption. It should be free from foreign matter and odors. The vegetables should be prepared, packed and transported fresh always to preserve the cold chain. The vegetables should be free from damage due to sunburn and rot.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

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

3.2 The Special Conditions of Contract:

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



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3.3 Other legal prescripts:

- a. The Constitution of SA, Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act no. 5 of 2000
- e. Preferential Procurement Regulations, 2017
- f. Open Tender Framework
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- i. Regulation R.364: General hygiene requirements for food premises and the transportation of food
- j. Agricultural Product Standard Act, 1990 (Act No 119 of 1990)
- k. National guideline for perishable and non-perishable food
- l. Food, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
- m. Regulation R638 of 22 June 2018 under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- n. Labelling Regulations under Act 54 of 1972
- o. Agricultural product Standard Act 1990 (Act no.119 of 1990)
- p. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- q. Compensation of Occupational Injuries and Diseases Act 103 of 1993
- r. Unemployment Insurance Act 63 of 2001

4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender.</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted.</p> <p>Mandatory documents for the Administrative Responsiveness Evaluation (see Evaluation Methodology). Non-submission of the following mandatory documents will lead to the disqualification of the bid:</p>



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	<ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Declaration of Interest 3. SBD 6.2 Declaration Certificate for Local Production and Content and Annex C (Local Content Declaration: Summary Schedule), If any portion of the goods offered have any imported content bidders must submit proof of the SARB rate (s) of exchange used. 4. SBD 8: Certification and Declaration of Bidder's Past Supply Chain Management Practices 5. SBD 9: Certificate of Independent Bid Determination 6. Certificate of Acceptability R638 A certified copy of the Certificate of Acceptability (R638) must be submitted because all the products offered must conform to the below statutory requirements: 7. Quality Standard Certification (Quality Standard Certification as proof of compliance with the following regulatory requirements): <ol style="list-style-type: none"> a. ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems" b. SANS 10330:2007 "Requirements for HACCP System" c. ISO 22000:2005 in a 3-year transition to ISO 22000: 2018 "Food Safety Management Systems – Requirements for any organization in the food chain" d. SANS 10133: "The application of pesticides in food handling, food" processing and catering establishments <p>Other Required Documents (non-mandatory):</p> <ol style="list-style-type: none"> 8. Tax Clearance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. 9. Latest audited financial statements for the last two years.
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	<p>10. Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p> <p>NB: All mandatory documents Commissioned, and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.</p>
Part 2	<p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted as follows:</p> <ol style="list-style-type: none"> 1. Documented proof to comply with R.638 requirements for food premises and the transportation of food 2. Proof of Compliance on COIDA, UIF and OHD Compliance
Part 3	<p>Section 2: Financial Proposal of the tender: Completed Price Schedule document, referred to as Annexure- B of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a CD or memory stick.</p> <ol style="list-style-type: none"> 1. SBD 3.2: Price Schedule – Goods Non-Firm Prices 2. Annexure B, Price Schedule (dependent on bidder's chosen Region) <p>Note: Mandatory, failure to submit both abovementioned will result in the bid being disqualified</p> <ol style="list-style-type: none"> 3. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

5. THE PRODUCT SPECIFICATIONS

- a. The supply and delivery of Processed Vegetables
- b. The service provider to supply the following Processed Vegetables products.



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5.1 – BROCOLLI REQUIREMENTS

Physical requirements

Quality Standard: Broccoli shall be prepared from class 1 standard consisting of the following:

- Fresh, sound, washed clean and well-developed broccoli;
- The colour should be green, typical of cultivar;
- The texture must be firm but tender and free from fibrous stalks

Style: The style must be **Florets** that should be consisting of floret heads and the adjoining stems which may be split longitudinally, have a length of at least 12 mm but not more than 80 mm, and have small leaves on the upper half of the stems.

5.2 BABY MARROWS REQUIREMENTS

Quality Standard: Baby marrows shall be prepared from class 1 standard consisting of the following:

- Be clean, sound, young and unpeeled;
- The colour should be typical of the cultivar.

Style: The baby marrows shall be presented in the following styles:

- **Sliced or Roundels** shall consist of baby marrows cut either smooth or corrugated into round or oval units, and have a diameter of at least 15 mm but not more than 60 mm and thickness of not more than 10mm;
- **Cubed** shall consist of baby marrows cut into cube-shape units, and have sides measuring at least 5 mm but not more than 16 mm in length.
- **Whole** shall consist of baby marrows washed, topped and tailed

5.3 BEETROOT REQUIREMENTS

Quality Standard: Beetroot shall be prepared from class 1 standard consisting of the following:

- Sound, young, tender beet of a suitable cultivar.
- Should be cooked



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Style: The beetroot shall be presented in the following styles:

- **Whole** shall consist of beetroot which, after processing retain their original conformation. The largest diameter of beetroot, measured at right angles to the longitudinal axis shall not exceed 60mm;
- **Diced** shall consist of beetroot cut into approximate cubes with edges not exceeding 12,5mm; **(with or without vinegar)**
- **Slices** shall consist of beetroot which have been cut, either smooth or corrugated, at right angles to the longitudinal axis, into rings having a maximum thickness of 5 mm and a maximum diameter of 60 mm; **(with or without vinegar)**
- **Grated** shall consist of beetroot which have been reduced to small shreds by rubbing it on a grater (with or without vinegar)

5.4 CABBAGE REQUIREMENTS

Quality Standard: Cabbage shall be prepared from class 1 standard, consisting of the following:

- Fresh green and clean external leaves
- The colour should be typical of the cultivar
- Texture shall be firm, tender and free from fibrous parts.

Style: The cabbage shall be presented in the following styles:

- **Shredded** shall consist of cabbage that is finely shredded into strips not broader than 5mm (usually used for Salads)
- **Quartered** shall consist of a whole cabbage head cut into quarters
- **Whole** shall consist of a whole cabbage head with outside leaves removed and cleaned
- **Coarsely Chopped** shall consist of cabbage that is coarsely chopped into chunks of Uneven sizes.
- **Coleslaw** shall consist of a mixture of finely shredded cabbage and grated carrots in a 60 / 40 ration

CARROT REQUIREMENTS

5.5 Quality Standard: Carrot shall be prepared from class 1 standard consisting of the following:

- Firm, bright, washed clean and peeled;
- Tender free from fibres;
- Colour should be good, typical of the cultivar.



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Style: The carrots shall be presented in the following styles:

- **Whole (peeled)** shall consist of crowned carrots which after processing retain their original form and have a diameter of ± 30 mm
- **Julienne** shall consist of carrots cut longitudinally either smooth or corrugated into strips and be at least 25 mm in length and the width at the widest point shall not be more than 10 mm;
- **Diced** shall consist of carrots cut into cube-shaped units, and have sides measuring at least 5 mm but not more than 16 mm;
- **Roundels/ Rings** shall consist of carrots cut either smooth or corrugated into round or oval units, and have a diameter of at least 12 mm but not more than 50 mm and the thickness shall not be more than 10 mm.
- **Grated** shall consist of carrots which have been reduced to small shreds by rubbing it on a grater.
- **Baby** shall consist of small, miniature carrots, whole, not

5.6 CAULIFLOWER REQUIREMENTS

Quality Standard: Cauliflower shall be prepared from class 1 standard consisting of the following:

- Fresh, sound, free from decay and clean cauliflower heads from which the leaves and fibrous stalks and stems have been removed;
- The heads shall be snow white or creamy colour, typical of the cultivar, but may have light greening of stalks, typical of some cultivars;
- Free from damage by disease, insects, poor preparation, or other factors.

Style: The style must be **Mini florets** cauliflower that consists of cauliflower florets cut into smaller units, measured across the top at the largest diameter, be at least 10mm but not more than 40mm, have stems not longer than twice the diameter of the head of the floret, and may have small tender leaves attached.

5.7 GREEN BEAN REQUIREMENTS

Quality Standard: Green beans shall be prepared from class1 standard consisting of the following:

- Sound and clean green beans or yellow cultivar green beans;
- Colour and condition of the pods: Pods shall be well developed and firm;
- Pods that have defects or are poorly developed or overripe shall be rejected;
- The pod shall have a bright colour, depending on the variety, and shall be fresh;



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- The pods shall not be deformed, sticky or damaged.
- Should be washed, topped and tailed

Style: The green beans shall be presented in the following styles:

- **Whole** beans shall consist of whole pods of which the stems have been removed, and be at least 50 mm in length;
- **Sliced** beans shall consist of pods sliced longitudinally and be at least 15 mm length;
- **Cut** beans shall consist of pods cut transversally into approximately equal lengths and be at least 6 mm in length
- **French Cut** longitudinally, into strips and the width shall be at least 5mm

5.8 MIXED VEGETABLES REQUIREMENTS

Quality Standard: Mixed vegetables shall consist of vegetables, which comply with the requirements for class 1 standard as set out in the Agriculture Standards for Export Grade Vegetables.

Style: vegetables used shall be presented in the following styles:

- **Soup mix**, shall consist of 12 % chopped onions, 10 % chopped celery, 30% grated carrots, 30 % diced potatoes, 12% chopped turnips and 6 % chopped parsley
- **Stir-fry** shall consist of 10% onion rings, 40% carrots julienne, 30% baby marrow strips and 10 % red & 10% green pepper strips
- **Potjie Kos mix**, shall consist of 15% baby carrots, 10% baby potatoes, 15% baby onions, 30% patty pans whole and 30% baby marrow halved
- **Country mix**, shall consist of 25% broccoli florets, 25% cauliflower florets, 25% carrot roundels and 25% sliced green beans
- **Mixed Vegetables** shall consist of 30% potatoes cubed, 30% carrot cubed and 30% cut green beans and 10% peas

5.9 MUSHROOMS REQUIREMENTS

Quality Standard: Mushroom shall be prepared from class 1 standard consisting of the following:

- The products shall be clean, fresh, firm, in a good condition;
- Edible mushrooms;
- The colour must be good, typical of the cultivar.



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Style: The mushrooms shall be presented in the following styles:

- **Chopped** shall consist of mushrooms that is coarsely chopped
- **Sliced** shall consist of mushrooms cut into slices and have a thickness of not more than 4mm;

5.10 GREEN, RED AND YELLOW (3 items) PEPPERS REQUIREMENTS

Quality Standard: peppers shall be prepared from class 1 standard products

- Be clean, **seeds removed**, sound, fresh and firm
- The colour should be good, typical of the cultivar.

Style: The green pepper shall be presented in the following styles:

- **Diced** shall consist of green pepper cut into small pieces, and have sides measuring not more than 10 mm over the largest dimension;
- **Rings** shall consist of green pepper cut into strips, and have a diameter of at least 50 mm.

5.10.1 GREEN PEPPER

Quality Standard: peppers shall be prepared from class 1 standard products

Be clean, **seeds removed**, sound, fresh and firm

The colour should be good, typical of the cultivar

Style: The green pepper shall be presented in the following styles

- Diced shall consist of green pepper cut into small pieces, and have sides measuring not more than 10 mm over the largest dimension
- Rings shall consist of green pepper cut into strips, and have a diameter of at least 50 mm.

5.10.2 RED PEPPER

Quality Standard: peppers shall be prepared from class 1 standard products

Be clean, seeds removed, sound, fresh and firm

The colour should be good, typical of the cultivar

- Style: The red pepper shall be presented in the following styles
- Diced shall consist of green pepper cut into small pieces, and have sides measuring not more than 10 mm over the largest dimension;
- Rings shall consist of green pepper cut into strips, and have a diameter of at least 50 mm



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5.10.3 YELLOW PEPPER

Quality Standard: peppers shall be prepared from class 1 standard products

Be clean, seeds removed, sound, fresh and firm

The colour should be good, typical of the cultivar

- Style: The yellow pepper shall be presented in the following styles
- Diced shall consist of green pepper cut into small pieces, and have sides measuring not more than 10 mm over the largest dimension;
- Rings shall consist of green pepper cut into strips, and have a diameter of at least 50 mm

5.11 POTATO REQUIREMENTS

Quality Standard: Potatoes shall be prepared from class 1 standard consisting of the following:

- Fresh, clean, sound and peeled potatoes of a suitable cultivar;
- The colour should be good, typical of the cultivar and treated with chip white
- Texture should be firm and free from soggy or glassiness.
- Must be washed

Style: The potatoes shall be **peeled and presented** in the following styles:

- **Whole** shall consist of potatoes which after processing, retain their original shape, and have a diameter of at least 60mm but not more than 100mm;
- **Cubed** shall consist of potatoes cut into cube-shape units, and have sides which measure at least 10mm
- **Halved** shall consist of potatoes bisected by cutting through the longitudinal axis so that two equal halves result;
- **Chips** shall consist of potatoes cut either smooth or corrugated into strips, and have a length of at least 25 mm and a thickness of not more than 15 mm.
- **Quartered** shall consist of potatoes cut into quarters
- **Sliced** shall consist of potatoes cut into slices and have a thickness of not more than 10mm;
- **Baby** shall consist of small potatoes \pm 20mm diameter, peeled and washed

5.12 ONION REQUIREMENTS

Quality Standard: Onions shall be of prepared from class 1 standard consisting of the following:

- Sound, clean units which are free from tops, dried bracts, roots and seed stems;
- The colour shall be good, typical of the cultivar.



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Style: The onion shall be presented in the following styles:

- **Whole peeled** shall consist of a whole onion after removal of the tops and dried bracts and root;
- **Sliced / rings** shall consist of **peeled** onions cut into slices / rings, and have a thickness of not more than 10 mm;
- **Chopped / Diced** shall consist of **peeled** onions cut into small pieces, and have sides measuring not more than 5 mm, taken in any dimension.

5.13 PUMPKIN REQUIREMENTS

Quality Standard: Pumpkin shall be of prepared from class 1 standard consisting of the following:

- The products shall be clean, fresh, in a good condition and not overripe;
- Sound properly peeled and seeded pumpkin;
- The colour should be typical of the cultivar.

Style: The pumpkin shall be presented in the following styles:

- **Cubed** shall be cut into cube-shaped units and have sides measuring at least 50 × 50 × 50 mm

5.14 BUTTERNUT

Quality Standard: Pumpkin shall be of prepared from class 1 standard consisting of the following:

- The products shall be clean, fresh, in a good condition and not overripe;
- Sound properly peeled and seeded pumpkin;
- The colour should be typical of the cultivar.

Style: The pumpkin shall be presented in the following styles:

- **Cubed** shall be cut into cube-shaped units and have sides measuring at least 50 × 50 × 50 mm

5.15 HUBBARD SQUASH

Quality Standard: Pumpkin shall be of prepared from class 1 standard consisting of the following:

- The products shall be clean, fresh, in a good condition and not overripe;
- Sound properly peeled and seeded pumpkin;



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- The colour should be typical of the cultivar.

Style: The Hubbard squash shall be presented in the following styles:

- **Cubed** shall be cut into cube-shaped units and have sides measuring at least 50 × 50 × 50 mm"

5.16 GEMS SQUASH

Quality Standard: gems squash shall be of prepared from class 1 standard consisting of the following:

- The products shall be clean, fresh, in a good condition and not overripe;
The colour should be typical of the cultivar

Style: The gem squash shall be presented in the following styles:

- **Halved:** the gem squash must be halved, and the seeds removed

5.17 SWEET POTATO REQUIREMENTS

Quality Standard: Sweet potato shall be prepared from class1 standard consisting of the following:

- Sweet potatoes shall be clean, sound and properly peeled;
- The colour should be typical of the cultivar.
- Should be washed

Style: The sweet potato shall be presented in the following styles:

- **Quartered** consist of sweet potatoes cut into quarters
- **Slices** consisting of regular shaped slices, and have the thickness of at least 5 mm but not more than 20 mm
- **Cubed / Diced** shall consist of sweet potatoes cut into cube-shape units and have sides at least 5 mm but not more than 16 mm in length, measured in any dimension.
- **Whole** consist of whole (**peeled**)sweet potatoes
- **Halved** consist of (**peeled**)sweet potatoes cut in half

5.18 SPINACH REQUIREMENTS

Quality Standard: Spinach shall be prepared from class 1 standard of the following:

- **Be properly washed**, clean, free from soil, firm and crispy leaves with stems removed
- And have good **green colour**
- Be free from blemishes



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Style: The spinach shall be presented in the following styles:

- **Chopped** shall consist of spinach leaves that is coarsely chopped
- **Shredded** shall consist of spinach leaves that is finely shredded not broader than 5mm
- **Whole** shall consist of whole spinach leaves of which the stems and stalks are removed and properly washed

5.19 TOMATO AND ONION PULP REQUIREMENTS

Quality Standard: Tomatoes and onions shall be prepared from class 1 standard consisting of the following:

- Tomatoes and onions shall be sound, well, firm and clean;
- The colour of the product shall be typical of the cultivar

Style: The tomatoes and tomato and onion pulp shall be presented in the following styles:

- Free from defects;
- Contain visible pieces of sliced tomatoes and onions;
- Practically free from tomato skin;

The composition shall be:

80 % Tomatoes
20 % Onions

5.20 PACKAGING REQUIREMENTS

The product shall be packed in CLEAR PLASTIC BAGS of not more than 10KG per bag

- a. Properly sealed clear plastic bags of at least 60 micron
- b. Be intact and strong enough for the packing and normal handling
- c. Not impart a taste or odours to the products
- d. Be packed as firmly as possible
- e. Should contain product of the same class and size group
- f. The product shall be labelled as follows: name of the company, product name, special storage conditions
- g. batch identification, production date, best before date or use by date or sell by date.



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5.21 LABELLING REQUIREMENTS

The name of the product, class, size, use-by date and the address of the producer should appear on the packaging.

5.22 TRANSPORTATION REQUIREMENTS

- Vehicles used for transportation of processed vegetables must be cleaned to such an extent that chemical, physical or microbiological contamination is prevented.
- Processed Vegetables shall be handled, kept and transported under strict hygienic conditions.
- The product should be transported in a refrigerated vehicle with a temperature of 0°C – 5°C.
- Upon delivery, all products must have at least 3 days' shelf life before the date of expiry.
- No Frozen vegetables may be delivered.
- The vehicles will be inspected by the end users for cleanliness and temperatures will be recorded with each delivery

5.23 SHELF LIFE

Upon delivery, all products must have at least 3 – 5 days' shelf life before the date of expiry.

5.24 QUALITY REQUIREMENTS

5.24.1 General description (including customer specific requirement)

The service provider shall ensure that employees working in hygiene areas shall be educated and trained regarding:

- a. General principles of health and communicable diseases
- b. Good manufacturing practices and Good hygiene practices (GMP & GHP)
- c. Personal safety
- d. All training records must be kept.
- e. Personnel hygiene and cleanliness should be strictly adhered to by the delivery driver and personnel.
- f. The service provider should monitor and control pests in the processing and storage areas.
- g. The abattoir owner should be in a possession of abattoir certificate and must comply with a Hygiene Management System



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5.25 ENVIRONMENTAL CONDITIONS

- a. All packaging material shall be environmentally friendly and recyclable.
- b. All the Products delivered shall be of superior quality and workmanship and fit for the purpose for which they are intended, and, when used properly in accordance with any written instructions notified to the End user by the Service Provider, will not represent an environmental, health or safety risk.

5.26 PROJECT MANAGEMENT

- a. The vendor is expected to appoint a project manager to oversee and take full responsibility for managing and for ensuring delivery of the project.
- b. The project manager is expected to set up a team that would take ownership for order processing, customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
- c. The project manager to ensure product delivery to the department (end-user) is according to the delivery schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.

5.27 SCHEDULE CONSTRAINTS

- d. Delivery schedules shall be mutually agreed between service provider and the relevant end-users concerned. The schedule may include weekends and holidays which must be considered by the vendor in order to prevent unnecessary delays or non-deliveries.
- e. All schedules provided by the relevant end-user are to be strictly adhered to as this is part of their nutritional planning and in most cases would not have alternative replacements for the items requested. All deviations from the schedule must be communicated to the GDOH and End User in advance.



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6 EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017 in two stages:

Stage 1A: Pre-Qualification Criteria for Preferential Procurement

Stage 1B: **Local Production and Content**

Stage 1C: Mandatory Administrative Responsiveness

Stage 1D: Functionality Evaluation

Stage 1E: Site visit Evaluation - Office Evaluation and Source of Supply or Manufacture

Stage 2: Price and Preference Points Evaluation

Either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, as per Regulation 3. (a)(ii) of the Preferential Procurement Regulation, 2017.

STAGE 1A: Pre-Qualification Criteria for Preferential Procurement

In terms of the Preferential Procurement Regulations, 2017, par. 4(1) (a) or 4(1)(b). Therefore, only bidders that meets one of the following criteria:

1. Level 1 to 6 B-BBEE Status Level of Contributor;
OR
2. Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE's)

Note: The following compulsory documents must be submitted for the verification process of B-BBEE Status Level of Contribution and/or EME or QSE status validation:

- Only an original or certified copy of a valid B-BBEE Status Level Verification Certificate from a SANAS accredited B-BBEE Verification Agency
or
- Bidder who qualifies as an EME or QSE, must submit an original or certified copy of a valid Sworn Affidavit, signed by the EME or QSE representative and commissioned by a Commissioner of Oaths Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 (the applicable EME or QSE template should be downloaded from the CIPC or DTI websites).



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Additional Notes:

- In case of a trust, consortium or joint venture, a copy of the agreement signed by all party representatives must be submitted together with an original or certified copy of a valid Consolidated B-BBEE Status Level Verification Certificate from a SANAS accredited B-BBEE Verification Agency.
- All certifications as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

If a bidder does not meet the requirements stated above the bid will be disqualified and not considered for further evaluation.

STAGE 1B: LOCAL PRODUCTION AND CONTENT

As per Preferential Procurement regulations 8.2, 2017 states that tenders in respect of goods or services that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content will be considered.

Below is the table of the processed vegetables products or items which have been designated as follows
Table 4 Processed Vegetables

Number	Description	Minimum threshold for local content
1	Processed Vegetables	80%

Calculated as follows:

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)



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STAGE 1C: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

Only bidders who have complied with the Stage 1A: Pre-Qualification Criteria for Preferential Procurement will be evaluated for the Mandatory Administrative Compliance Evaluation and Stage 1B: Local Production and Content

Note: All the certified copies must have a date of certification and should not be older than 3 (three) months.

1. SBD 01: Invitation to Bid
2. SBD 4: Declaration of Interest
3. SBD 8: Certification and Declaration of Bidder's Past Supply Chain Management Practices
4. SBD 9: Certificate of Independent Bid Determination
5. Certificate of Acceptability (R638).

A certified copy of the Certificate of Acceptability (R638) must be submitted because all the products offered must conform to the below statutory requirements:

6. Quality Standard Certification (Quality Standard Certification as proof of compliance with the following regulatory requirements):
 - a. ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems"
 - b. SANS 10330:2007 "Requirements for HACCP System"
 - c. ISO 22000:2005 in a 3-year transition to ISO 22000: 2018 "Food Safety Management Systems – Requirements for any organization in the food chain"
 - d. SANS 10133: "The application of pesticides in food handling, food processing and catering establishments"

If a bidder does not meet the requirements stated above the bid will be disqualified and not considered for further evaluation.

Other Required Documents (non-mandatory):

- a. Tax Clearance Requirements
 - A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.
- b. Latest audited financial statements for the last two years.



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c. Copy of Central Supplier Database (CSD) Registration Summary Report

STAGE 1D: FUNCTIONALITY EVALUATION

Only bidders who have complied with all of the Stage 1A: Pre-Qualification Criteria for Preferential Procurement and the Stage 1B: Mandatory Administrative Compliance requirements will be evaluated for the Functionality Evaluation.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 2 The Functionality Evaluation Scoring Table. For the supply and delivery of Processed Vegetables to Gauteng Department of Health Institutions for a period of three years.

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

The minimum threshold score is 50 points out of 70 points for functionality. Bids will be declared non-responsive and Disqualified if such a bid does not meet the threshold of 50 points.

If a bidder does not meet the requirements stated above the bid will be disqualified and not considered for further evaluation.

Table 2: Functionality Evaluation

Criteria	Description	Values/Scoring	Weights
1. Company Reference	Bidders must provide proof of signed testimonial letters of successful projects performed not older than 10 years for a contract value of at least R2 million from contactable references in respect of food commodities such as	1) 5 and more projects signed testimonial letter/s on a letterhead/s from contactable references, (20 points) 2) 4 projects signed testimonial letter/s on a letterhead/s from contactable references, (15 points) 3) 3 projects signed testimonial letter/s on a letterhead/s from contactable references (9 points)	20


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	livestock/meats, fruits and vegetables and poultry.	4) 2 projects signed testimonial letter/s on a letterhead/s from contactable references (6 points) 5) 1 project signed testimonial letter on a letterhead from contactable reference/s (3 points) 6) No proof provided (0)	
2. Company Experience	Bidder to provide contractual proof of minimum years of experience for different food supplies categories such as livestock/meats, fruits and vegetables and poultry.	1) 5 and more years of experience (20 points) 2) 4 years of experience (15 points) 3) 3 years of experience (10 points) 4) 2 years of experience (5 points) 5) 1 year of experience (1 points) 6) 0 years of experience (0 points) Note: Only full years will be considered for evaluation purposes	20
3. Training of staff	Bidder to provide documented proof of staff training and development program to ensure competence and required expertise on the following elements: 1. Food handling 2. Personnel hygiene 3. Premises environmental hygiene	1) No proof of staff training and development program provided (0) 2) Proof of staff training and development program plan on 1 of the elements (10) 3) Proof of staff training and development program plan on 2 of the elements (20) 4) Proof of staff training and development program plan on all the elements (30)	30
Total			70
Minimum Threshold			50



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STAGE 1D: SITE VISIT- OFFICE EVALUATION AND SOURCE OF SUPPLY OR MANUFACTURE

Only bidders who have complied with all of the Stage 1C: Functionality Evaluation will be considered for the Site Visit Evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 3 The Site Visit Evaluation for the Supply and Delivery of Processed Vegetables to Gauteng Department of Health Institutions for a period of 36 months.

The **minimum threshold score of 40 points out of 53 points** for functionality. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.

NOTE: Any supplier scoring less than 40 points during this stage of evaluation shall not be considered for stage 2 of the evaluation process

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all of the previous stages of evaluation will be considered for the Price and Preference Point System evaluation.

In terms of the preferential procurement regulation section 3.3(a)(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

Bidders are referred to the SBD 3.2 and Annexure A for Pricing Schedules and the SBD 6.1 for the Preference Point System



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7. SPECIAL CONDITIONS OF THE CONTRACT

7.1 Copyright

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

7.2 Indemnity

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

7.3 Content

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

7.4 Cession

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

7.5 Use of fluid correcting substances

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

7.6 Payment Terms

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

7.7 Travel

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



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7.8 Lines of Communication and Reporting

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

7.9 Applicable regulation or Standard

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

7.10 Urgent Orders

Bidder must be able to handle unscheduled and urgent orders within 24 hours
Compliance to this specification does not in itself confer immunity from legal obligations

7.11 The condition of the bid award

- a) The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- b) Each item of items will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100.
- c) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted Market price as stipulated in Regulation 6 and 7 of the PPR, 2017.
- d) The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender
- e) Should it be that there are no bidders that qualify for a District, the Department reserves the right to recommend any qualifying bidder to supply that District.
- f) Bidders are required to register with National Treasury Central Supplier Database
- g) The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- h) The Gauteng Department of Health reserves the right to award this tender in full or part of it for the same item
- i) The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender
- j) The Gauteng Department of Health will be awarding this tender per item per District in support of the TER procurement strategy to advance township economy.
- k) The successful bidder must be tax compliant at the awarding of the bid.



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7.12 Deliveries

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

7.12.1 Delivery Period

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

Or

- e. If the contractor fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, unless otherwise directed by the Department, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent (1/14%) thereof per day for the period of delay or to claim any damages or loss use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.

7.13 Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary



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enquiries/investigations to determine the accuracy of the representation made in bid documents.

- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

7.14 Highly Recommended briefing session

The bidders are requested to attend highly recommended briefing session to address and clarify any misunderstandings or ambiguity prior to the proposal submission closing date. In order to comply with the Disaster Management Act this session will be conducted virtually, Bidders who wish to attend the briefing session must utilise the link provided below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDhmNWWVIZDitMTk2Mi00OTFjLTlhMzYtZDQ5N2M0ZTgxZTNm%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%225fd88857-dbc1-4592-ac0d-f6746ecdd77a%22%7d

7.15 Counter conditions

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

7.16 Contract period

The contract period shall be for a period of 3 years with an option for renewal.

7.17 Mergers, take overs and changes in supplier detail

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



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7.18 Third parties

Participating authorities will not make a payment to or consult regarding orders with a third party.

No third party is entitled to put an account on hold

7.19 Post award reporting

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

8 TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Ms. Nomonde Motsoeneng

Nomonde.Motsoeneng@gauteng.gov.za

9 PRICE SCHEDULE

- a. The bidders must complete the Price Schedule as follows:
- b. Completed Price Schedule document, referred to as the tender pack as well as an electronic copy in Excel format (PDF), captured and saved on a CD or memory stick.
 - 1) SBD 3.2: Price Schedule – Goods Non-Firm Prices
 - 2) Annexure A: Price Schedule
- c. Bidder is only allowed to bid for one (1) of the four (5) available categories and within the selected categories, a bidder may bid for any or all of the institutions listed within the selected category, as per Annexure A.
- d. Hard Copy Format:

The original (hard copy) must be written clearly and legibly.

 - i. Soft Copy Format:
 - ii. The electronically (soft copy) must be submitted on a CD or memory stick to the Gauteng Provincial Treasury Tender Office. The CD or memory stick must be clearly marked with the Company Name and tender number.



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- iii. The Price Schedule in the Specification document format that is attached below must be completed in order to submit it in original.
- iv. The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a CD or memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- v. Each original bid with the CD or memory stick must be submitted in a one, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope
- vi.

ANNEXURE A: PRICE SCHEDULE FOR PROCESSED VEGETABLES PER DISTRICT.

For the purpose of this tender the province has been divided into five (5) District where the services are required and institutions are grouped according to district. The respective institutions with their required quantities are indicated on Annexure A.

Bidder is only allowed to bid for one (1) of the five (5) available District and within the selected District, a bidder may bid for any or all of the institutions listed within the selected District, as per Annexure A.

Bidders is required to bid per Kilogram as per Annexure A (pricing Schedule).

NB: Failure to comply will result in the bid being disqualified.



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Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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)