

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

Notes:

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

The Tendering System

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

Training sessions

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Request for Proposal	Page 2 of 3

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Request for Proposal	Page 3 of 3

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

Page 1 of 1

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**



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

Page 1 of 4

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

Page 2 of 4

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:						



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 3 of 4

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

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

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

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

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

**Bid Commitment and
Declaration of Interest**

Page 4 of 4

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

Page 1 of 2

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

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



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

Page 1 of 3

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
----------------	---	---------------------------------



Provincial Supply Chain Management

Special Conditions

Page 2 of 3

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80 or 90
Preference Points	20 or 10
TOTAL	100

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

- Stage One–

- Stage Two–

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



SPECIFICATION FOR SUPPLY AND DELIVERY OF FOOD ITEMS AND CLEANING MATERIALS

1. The Purpose

Supply and delivery of food items and cleaning materials to the Gauteng Provincial Government (GPG) Food Banks and the Gauteng Department of Social Development (GDSD) for a period of 24 months.

2. Background

Approximately 55.5 percent (30.3 million people) of the population is living in poverty at the national upper poverty line, while a total of 13.8 million people (25 percent 2021) are experiencing food poverty.

South Africa established food Security policy under the Bill of Rights (Chapter 2) as enshrined in the constitution. Section 27, 1(b) of the Bill of Rights states that every citizen has a right to sufficient food and water, and government must take legislative measures within its available resources to ensure that this right is upheld. Towards fulfilling this constitutional mandate, the

Gauteng Department of Social Development (GDSD) introduced a “Food programme”; to acquire and distribute basic (food and cleaning chemicals) at affordable prices to poor households within the communities.

Cabinet approved the National Policy on Food and Nutrition Security, together with the Household Food and Nutrition Security Strategy in 2013. Government approved these legislative frameworks with the aim of ensuring that the poor and vulnerable South Africans attain sustainable food and nutrition security to achieve its Social Protection mandate as expressed in OUTCOME13 of the National Development Plan 2030.

The food bank programme(s) in the Gauteng Province were introduced in 2009 to mitigate the above-mentioned commitment. The basic concept of food bank is that a centralized warehouse purchases food items and cleaning materials through Supply Chain Management of the Department. The food is stored and repackaged by the foodbank. Food is distributed to beneficiaries after an assessment is done at the individual households. During the assessment process change agents are identified and referred for skills development and or other services provided by government departments. The food is then distributed to households in need through food banks, managed by registered NPO's.

3. Project objectives

This initiative is designed to create food bank distribution agencies in NGO's that will serve the whole of Gauteng Province. The objectives are:

- Effectively distribute the food to low-income families in serious distress.
- Exposure of poor households to developmental initiatives and
- Support to households that is in need of immediate relief due to the impact of disasters

The NGO responsible for the management of the food bank programme is responsible for the packaging of food items and cleaning material that is (are) distributed to households.

The foodbanks are responsible to service households in Gauteng according to specific targets. The food items and cleaning material to be obtained through service providers should deliver food according to the said targets. **Targets are listed below:**

Targets for Food parcels and cleaning materials to be delivered at the food banks

FINANCIAL YEAR	2022-2023	QUARTELY	MONTHLY
REGION	FOOD PARCEL	PER QUARTER	PER MONTH
EKURHULENI	15900	3975	1325
SEDIBENG	15900	3975	1325
TSHWANE	15900	3975	1325
WEST RAND	15900	3975	1325
JOHANNESBURG	15900	3975	1325
FINANCIAL YEAR	2023-2024	QUARTELY	MONTHLY
REGION	FOOD PARCEL	PER QUARTER	PER MONTH
EKURHULENI	16500	4125	1375
SEDIBENG	16500	4125	1375
TSHWANE	16500	4125	1375
WEST RAND	16500	4125	1375
JOHANNESBURG	16500	4125	1375

4. Product Requirements

In the supply and delivery of this commodity, the service provider must ensure that: -

- quality products are supplied as indicated in this specification.
- capacity and capability is sufficient to supply products and quantities as indicated in the specification for the duration of the contract.
- products supplied comply with all the relevant statutory laws and regulations.
- there is communication with Gauteng Department of Social Development (GDSD) in advance and in writing should there be changes in the product formulation and information that varies with the product requirement stated in this specification.
- delivery schedule as stated by the End User are strictly adhered to. The GDSD and the relevant End Users expect a product of the obligatory quality to be supplied in all instances.
- items purchased from source of supplies may not be repackaged or re-worked in any way.

5. Country of origin

Service Providers are encouraged to supply products that are produced in South Africa. Foreign products may only be acceptable if it is proven without doubt that the product cannot be sourced within the country.

6. Applicable documents

6.1 Acts and Regulations

The product(s) offered shall in respect of all matters arising from the fulfilment of the contract comply with all applicable laws and regulations as amended that are applicable to the services. In this regard special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

- Agricultural Product Standards Act, 1990 (Act no. 119 of 1990)
- Trade Metrology Act 77 of 1973
- Generally Modified Organisms Act, 1997 (Act no. 25 of 1997)
- Foodstuffs, cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Compensation of Injury Diseases Act, 1993 (Act no. 130 of 1993) as amended
- Regulation related to fortification of certain foodstuff - 7 April 2003 (R504)
- General hygiene requirements for food premises and the transportation of food
- National regulator for compulsory specifications act (act no. 5 of 2008), as amended through the legal metrology act (act no. 9 of 2014) amendment of the compulsory specification for canned fish, canned marine molluscs and canned crustaceans and products derived there from (vc 8014).

6.2 National standards

Manufacturers/Supplier shall comply with the following regulatory requirements as verified by South African Bureau of Standard:

- ISO 9001:2015 / SANS 9001:2015 “Requirement for Quality Management Systems”
- ISO 14001:2015 / SANS 14001:2015 “Requirements for Environmental Management Systems”
- ISO 22000:2005 “Food Safety Management Systems – Requirements for any organisation in the food chain”
- SANS 10330:2007 / SANS 10330:2007 “Requirements for HACCP System”
- SANS 10133:2011 “The application of pesticides in food handling, food processing and catering establishments”
- SANS 10049: 2012 “Food Safety Management - Code of Practice Food hygiene management

6.3 Government notices:

- R. 2119 of 1 October 1982, as amended.
- R. 263 of 20 February 1970, as amended.
- R. 1978 of 7 September 1984, as amended.
- R. 1268 of 19 June 1981, as amended.

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. Items Required (Annexure A)

- The food parcel shall constitute of the following contents

PRODUCT ITEM	UNIT	NO OF ITEMS
Beans (canned)	410 g	2
Fish (canned)	400 g	2
Flour (cake)	2.5kg	1
Maize Meal	10 kg	1
Oil (cooking)	2 l	1
Peanut Butter	800 g	1
Rice	5 kg	1
Sugar	2.5 kg	1
Salt	500g	1
Soya Mince	2 kg	1
Tea Bags	100g	1
5 kg of vegetables	1kg potatoes 1kg Carrots, 1kg onions, 1kg spinach/cabbage, 1kg beetroot,	1 packet of each
CLEANING MATERIALS	UNIT	NO OF ITEMS
Soap multi-purpose	500 g	1
Multi- Purpose cleaning liquid	750 ml	1
Dishwashing liquid	750 ml	1

7.1 PRODUCT DESCRIPTION

Product Item	Product Requirements	Packing and marking
a) Beans (canned) (canned beans in tomato sauce)	a) Baked beans must be canned in tomato sauce, The sauce is smooth with no separation or tendency to set. Well balanced ratio of sauce to beans. b) Beans are tender, skins may be noticeable but not firm. c) Full flavour, well balanced tomato flavour, characteristic of beans in tomato sauce d) Choice grade e) It shall be free from any foreign matter f) It shall not contain any non-nutritive sweetening substance and any other additives g) Aroma and taste shall be characteristic of the product h) The drained beans shall have normal colour characteristics for canned baked beans. i) Canned baked beans shall have a normal flavour and odour free from flavours or odours foreign to the product and canned baked beans with special ingredients shall have a flavor characteristic of that imparted by the beans and the other ingredients used j) Texture The beans shall have a good typical texture, that may be slightly soft or slightly firm; and that the skins are tender and should be practically free from hard beans, mushy beans, beans with tough skin k) Shall be free from microorganisms in amounts which may represent a hazard to health	Each container shall be printed in English or both in English and of the other official languages and shall be clearly and legibly marked and labelled with the following particulars: a) The name or trademark of the manufacturer or packer b) The physical address of the manufacturer or packer c) A true description of the contents thereof indicated on the main panel d) Minimum net weight in grams or kilograms e) Canned Beans containing spices and/or aromatic herbs shall be declared. f) Instructions for use shall be declared. g) Storage conditions or conditions for use. • free of dents, not bulge • The label of a container shall be clean, neat, pasted securely • Not be pasted over other labels and be affixed to such container only by or on behalf of the manufacturer or packer • Packaging Canned beans shall be packed in cans that shall not affect the quality of the product.

	l) Shall be free from parasites which may represent a hazard to health m) Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.	
b) Fish (canned) (canned pilchards in tomato sauce)	a) Whole or sliced pilchards in a thickened tomato sauce with an acceptable taste and colour. b) The fish shall not be mushy and individual pieces of fish shall retain their shape and form. c) The pieces of fish shall be easily separable d) Be free from persistent and distinct objectionable odours or flavours indicative of decomposition or rancidity e) The manufacture, production, processing and treatment of canned fish, shall comply with the requirements of the latest edition of SANS 587.	Each container shall be printed in English or both in English and of the other official languages and shall be clearly and legibly marked and labelled with the following particulars a) Canned fish and products derived therefrom shall be marked in accordance with the requirements of the latest edition of SANS 587 and shall include the official factory / processing facility number issued by the NRCS in accordance with section A 1.5 of this Compulsory Specification. The following information should be available on tins: a) Name of manufacturing facility (including country of origin) b) physical address of the processor/packer c) list of ingredients d) Name of the product e) Net weight and drained weight f) Batch number g) Production date h) Best before date / Expiry date i) Instructions for use and storage conditions • Canned finfish shall be packaged in food grade containers which shall safeguard the quality of the product

		• The container shall be filled with fish and packing medium not less than 90% of the water capacity of the container
c) Flour (All purpose wheat flour)	a) The cake flour shall be fortified in terms of Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) b) Wheat flour and any added ingredients shall be safe and suitable for human consumption c) Be free from a moldy, sour or rancid smell or taste d) Be free from wet and caked patches e) Be free from foreign matter Be free from insects; and f) not exceed the permissible deviations regarding toxins, chemical or other substance that renders it unfit for human or animal consumption as prescribed in terms of Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972). g) Moisture content should be 15.5 % m/m maximum h) Must be whiter and finer in appearance	Each container shall be printed in English or both in English and of the other official languages and shall be clearly and legibly marked and labelled with the following particulars a) The name and address of the manufacturer or packer shall appear on the packaging label b) The name of the product c) date of manufacturer, expiry date and batch number d) nutritional information of the product; and a list of ingredients used. • Wheat flour shall be packaged in containers which will safeguard the hygienic, nutritional, technological and organoleptic qualities of the product
d) Maize Meal	a) maize meal shall be enriched and fortified in terms of Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) with an approved fortification logo) b) Maize Meal or mielie pap or mielie meal is a relatively coarse flour made from maize which is known as mielies or mealies c) Agricultural product standards Act, 1990 (Act No. 119 of 1990) shall also comply with the specifications for fibre contents, fat content and fineness or granulation d) Be free from a mouldy, sour or rancid smell or taste	Each container/bag shall be printed in English or both in English and of the other official languages and shall be clearly and legibly marked and labelled with the following particulars a) name of product as "Whole Maize Meal, Sifted Maize meal, Maize flour or Granulated Maize b) name and physical address of the manufacturer/packer/importer of the maize product concerned c) brand name/ registered trademark

	e) The product must have a maize basis and must contain no egg protein and no colourants, artificial sweeteners or preservatives. f) The product must be free from heavy metals in amounts which may represent a hazard to human health	d) batch code e) net weight in metrics f) the statement store in a cool dry place g) statement human food h) country of origin i) date of manufacture, expiry date • Maize meal shall be packed suitable packages which shall be clean, sound, free from insects, fungal infestation and the packing material shall be of food grade quality • Maize meal shall be packed in packages which will safeguard the hygienic, nutritional, technological and organoleptic qualities of the product • packaging material, shall be made of substances which are safe and suitable for their intended use. • They shall not impart any toxic substance or undesirable odour or flavour to the product. • Each package shall be securely closed and sealed
e) Oil (cooking)	a) These oils are intended for human consumption and which are composed primarily of glycerides of fatty acids being obtained only from vegetable sources b) additive as well as allergen free c) free from cholesterol d) the oil must be suitable for cooking, baking, frying, roasting as well as in salads e) no toxic chemicals that can cause harm to human being f) The product must have an acceptable taste, a pleasant odour and an attractive sparkling transparent yellow appearance.	Each container containing edible vegetable oils shall be clearly and legibly marked and at least in English with the following particulars: a) The name and address of the manufacturer, packer, importer, seller. b) The name of the product; the net volume of the contents in ml or litres c) The ingredients list, where applicable, in the manner prescribed in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).

	g) No rancid, foreign or objectionable flavour or colour of any kind must be present. .	d) The country of origin. e) The manufacturing date, "best before" date and the batch code or batch number The containers must protect the contents against deterioration and contamination during normal storage, handling and transport.
f) Peanut butter (smooth textured)	a) It is a food product prepared from the roasted and finely ground kernels (from which the seed coats and embryos have been removed) of clean, sound, blanched peanuts, with the addition of a suitable stabilizer that prevents oil separation, and with or without the addition of sugar, salt and permitted antioxidant and flavouring, excluding any starch b) The peanut butter shall have a good flavour and aroma, c) Shall be free from foreign, bitter, rancid or objectionable taste and odour, d) Shall be reasonably free from black specks, seed coats and scorched or discoloured peanut tissue. e) Shall comply with all the applicable requirements in terms of the Foodstuffs, Cosmetics and Disinfectants Act No 54 of 1972, the Trade Metrology Act No 77 of 1973 Reg 2362 of 1977, the "Marketing Act No 59 of 1969".	Each container containing edible vegetable oils shall be clearly and legibly marked and at least in English with the following particulars a) The name and address of the manufacturer, packer, importer, seller. b) The name of the product c) The ingredients list, where applicable, in the manner prescribed in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972). d) The country of origin. e) The manufacturing date, "best before" date and the batch code or batch number Packing The peanut butter shall be packed in suitable sealed containers that are capable of protecting the contents against contamination and deterioration under normal conditions of storage and transportation.
g) Sugar (brown)	a) Shall be the sugar derived from sugar cane or sugar beet by partial purification of raw sugar or spraying of refined sugar with sugar syrup or molasses followed by subsequent	The following specific provisions shall apply: a) The name of the product as light brown sugar,

	drying and intended for direct human consumption b) Brown sugar shall be produced, processed and handled under conditions complying with the stipulations of relevant environmental regulations and therefore conform to cleaner production technological practices c) Brown sugars shall be brownish in colour d) practically free from dirt, foreign and extraneous matter e) Free from fermented, musty or undesirable odours. f) Must be granulated cane sugar, crystalline, uniform in size and free from foreign material. g) Must be dry, homogeneous granulated free-flowing crystals.	b) The net contents shall be declared by weight in the metric units c) The name, address and physical location of the manufacturer and/or the packer, distributor, importer, exporter d) The country of origin of the product shall be declared. e) Batch or Lot number f) Date of manufacture and expiry date Brown sugars shall be packaged in food grade materials that ensure product safety and integrity.
h) Tea bags (tagless)	a) Black tea, more oxidized and stronger in flavour b) the tea must be clean, practically free of any visible foreign matter c) free from added colors and added flavors d) dry with not more than 7% moisture content; - practically free from contaminants e) practically free of pests and damage caused by them affecting the general appearance of the product; and f) free of any foreign smell and/or taste.	Packaging shall be clearly and legibly marked and at least in English with the following particular a) The name, address and physical location of the manufacturer and/or the packer, distributor, importer, exporter b) The name of the product c) The net contents shall be declared by weight d) The country of origin of the product shall be declared. e) Batch or Lot number f) Date of manufacture and expiry date - Tea must be properly packed in such a way as to protect the product. - The materials used inside the package must be clean and of good quality such as to avoid causing any external or internal damage to the product

i) Rice (parboiled)	a) "Parboiled rice" means husked or milled rice processed from paddy or husked rice that has been soaked in water and subjected to a heat treatment so that the starch is fully gelatinized, followed by a drying process Rice shall be: b) free from abnormal flavours and odours c) free from heavy metals limits set out in the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972); d) safe and suitable for human consumption e) free from poisonous seeds f) Comply with the maximum residue levels prescribed for agricultural remedies in terms of Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) g) have moisture content not exceeding 14% h) free from insects and mites i) free from organisms of phytosanitary importance as determined by Agricultural Pest Act, 1983 (Act No. 36 of 1983)	Packaging shall be clearly and legibly marked and at least in English with the following particular a) The name, address and physical location of the manufacturer and/or the packer, distributor, importer, exporter b) The name of the "Product" c) The name of the country of origin thereof d) The class of rice e) The country of origin of the product shall be declared. f) Batch or Lot number g) Date of manufacture and expiry date
j) Salt (iodated table salt)	a) Shall be iodised, white, dry and odourless b) Raw materials and ingredients shall be of food grade quality and free from extraneous matter and objectionable odours & flavours c) Soluble in cold water, the method of production, packaging, storage and transportation of food grade salt shall be such as to avoid any risk of contamination. d) Must not contain less than 97% of sodium chloride e) The name "salt" shall have in its close proximity a declaration of either "Food Grade" or "Cooking Salt" or "Table Salt"	Packaging shall be clearly and legibly marked and at least in English with the following particular a) The name of the product as declared on the label shall be "salt". b) Description of the type of salt shall be affixed c) Where food-grade salt is not iodated in accordance with these regulations, the term 'non-iodated salt' shall appear on the label. d) Where food-grade salt is used as a carrier for one or more nutrients and sold as such for public health reasons –

	f) Salt contains the recommended amount of iodine at the time of consumption and reaches the consumer with the specified level of iodine	- the name of the product shall be declared on the label, for example, "iodated salt", "salt fortified with iron", or "salt fortified with vitamins" - added nutrients shall be declared on the label - the claim "Iodated for better health and the official iodation logo to that effect are reserved only for food-grade salt fortified with iodine and may be displayed on the label"
k) Soap (multi-Purpose)	a) General purpose soap is the soap that will leave your skin soft and leave your laundry looking new and have your dishes sparkling and grime free b) The soap shall be in bar or tablet form and shall be homogeneous, and of firm consistency. c) It may be coloured and the colouring shall be uniform in shade. The soap shall not be irritating to the normal skin and it shall not contain ingredients in quantities that are toxic to human beings. d) It shall possess good lathering properties in water at ambient temperature and having a hardness (expressed as calcium carbonate) of 200 p.p.m. e) The soap, both as received and when dissolved in hot water, shall pose a pleasant odour and shall not develop an objectionable one during storage at ambient temperature.	Packaging shall be clearly and legibly marked and at least in English with the following particular a) The manufacture's name or trademark or both b) The words "General Purpose Soap" or "Pure Soap" c) The batch identification d) The mass of the contents - The soap shall be so wrapped as to prevent excessive drying out, contamination of the product, and staining of the wrapper. - The flaps of the wrapper shall be properly secured. - The soap shall be packed in packages that are strong enough to withstand normal usage and transportation.
l) Soya Mince (Textured vegetable protein products)	a) The Soya Protein Product shall remain the main ingredient of the final product b) All ingredients shall comply with the relevant requirements promulgated in terms of the current Foodstuffs, Cosmetics and Disinfectants Act.	The above must be legibly and indelibly printed on each container/package, or on a label securely attached to each container/package

	c) The soya product has to resemble the meat in colour, flavour, texture and shape. d) The flavoured foodstuff shall be palatable and free from any astringent taste e) Must be available in various flavours as required f) The product should not contain more than 10% of fat from other sources than SPP or poly unsaturated vegetable oil. g) The final product shall not contain any Tartrazine or MSG. h) The product should not contain more than 10% of fat from other sources than SPP or poly unsaturated vegetable oil i) The flavour, appearance, colour, shape and texture of the product must closely represent the original product j) Moisture content shall not exceed 9g, protein content shall be at least 24g from soy protein product per 100g k) The chunk or mince products must not disintegrate when the product is cooked according to the instruction of the manufacturer. l) shall be free from heavy metals in amounts that may represent a hazard to health.	The soy food quality mark must appear on each container/ package. a) The full name and street address of the manufacturer. b) The name or trade name of the product. c) The net mass of the product. d) The batch identification, the date of the manufacture and the expiry date. e) The nutritional information of the product. f) Full directions for use, and the method to be used for cooking g) The list of all the ingredients used. • The containers/packages must be sealed, must not affect or be affected by the product, and must protect the product against deterioration • The soya shall be packed into low-density polyethylene bags. • The bags shall be sealed, to protect the contents against microbial, insect and rodent infestation
m) Liquid cleaning (multi-purpose)	a) Ammoniated all-purpose cleaner b) Suitable to clean the toughest dirt c) Opaque liquid and colour white d) Odour: Ammonia (slight) e) Soluble in water f) Gentle and not irritating on hands when used	Each container shall bear the following information (in prominent, legible and indelible marking) a) Manufacture's name b) Words indicating that the product is an ammoniated detergent cleaner that contains a mild abrasive c) Directions for use d) The batch identification e) The volume of the contents

		• Must be packed in containers that prevent leakage and contamination of the product and are strong enough to withstand the normal handling and transportation.
n) liquid (dishwashing)	a) The detergent shall be a uniform aqueous solution, which, if so required, may be coloured. b) It shall be free from abrasives and organic solvents, and solids shall not precipitate from it during storage at ambient temperature. c) It shall not be irritating to the normal skin and d) it shall not contain any ingredients in a quantity that is toxic to human beings. e) detergent and a solution of the detergent in water at $60\text{ }^{\circ}\text{C} \pm 2\text{ }^{\circ}\text{C}$ shall have an acceptable odour. f) During storage at ambient temperature, the odour of the detergent shall remain such as to be acceptable, and when perfumed, the fragrance shall not change. g) Cleaning efficiency shall be at least 80 % of the mean cleaning efficiency of the standard detergent.	Each container and each bulk package shall bear the following information in prominent, legible and indelible marking: a) The manufacturer's name or trademark or both b) words indicating that the product is a hand dishwashing and light duty detergent c) General instructions for use that are suitable for the purposes specified d) The batch identification (which may be given in code) e) The volume of the contents f) any additional information required in terms of the regulations promulgated • under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), under the Trade Metrology Act, 1973 (Act 77 of 1973), and by the local transportation authority. • The detergent shall be packed in containers that are strong enough to withstand normal handling and transportation and that will prevent leakage and contamination of the product. • These containers may then be packed in bulk packages. Only detergent from the same batch shall be packed in any one container and, when relevant, in any one bulk package

o) Vegetables	Potatoes a) Are not malformed b) Are not affected by nut grass, or brown fleck c) Are not damaged by the sun, heat, cold or frost d) Have no greening, are not wilted or watery e) Are free from decomposition or decay, hollow heart and foreign matter f) Are not damaged by insects or disease or damaged in any other way g) Have an attractive appearance, are well formed and are free from sprouts h) Fresh, clean, sound and peeled potatoes of a suitable cultivar i) The colour should be good, typical of the cultivar j) Must be washed	Packaging a) Potatoes should be packed in opaque, brown bags that are intact and strong.
	Carrots a) Carrots in each bunch shall have the same cultivar characteristics. b) Be fresh and show no sign of withering c) The carrots shall be firm, bright, washed clean and fairly smooth and have a regular shape d) Be free from woody fibres, growth cracks and damage caused by disease or insects, fissures, shoots, bruises, cuts or foreign matter.	Packaging a) Carrots should be packed without foliage in mesh bags, plastic bags or boxes
	Cabbage a) heads in any one particular container shall have the same cultivar characteristics and be roughly of the same size. b) The heads shall be fully developed, fresh, clean and not wilted, and the heart shall be at least 220 mm in diameter, compact and firm and	Packaging a) Cabbages should be packed in mesh bags

	without flower shoots, and free from damage caused by disease, insects, bruising, poor preparation, self-heating or other factors c) Parts of the protruding stems of fresh cabbage and all loose, damaged or broken outer leaves shall be cut away. d) The stem shall not stand out more than 15 mm below the outer leaves. (In order to ensure a certain amount of protection for the heads, a few outer leaves shall be left, provided they close fairly tightly for the particular cultivar) Spinach The spinach should be: a) dark green in color, firm and crispy b) free from floral stems c) fresh and show no sign of withering d) Be prepared from fresh, sound, clean, trimmed spinach from which excessive leaf stems have been removed e) Contain no more than 2 per cent defects by weight f) free from scorch, musty and other off flavours Onions Onions should be: a) Well developed, dry, firm and clean, and onions in any one particular container b) should have approximately the same size and colour. c) Free from dry leaves, long stems and roots, thick neck, loose bracts, seed stems or sprouts. d) Each onion must have a diameter of at least 60-mm.	Packaging a) Spinach should be packed in perforated boxes or transparent plastic bags Packaging a) Onions should be packed in mesh bags or transparent plastic bags
--	--	---

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

8. SPECIAL CONDITIONS OF FORTIFIED PRODUCTS

The schematic diagram below represents the official food fortification logo approved by the government.



If a food package carries this logo, it means it is fortified in line with the food fortification guidelines. Maize meal and soya should be fortified with the vitamins and minerals stipulated and display the food fortification logo.

9. Project Management

- The service provider must have in the employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project
- The dedicated person is expected to set up a team that would take ownership for order processing and customer communication, attend to customer complaints, corrective action, compile reports and give recommendations where necessary.
- The dedicated person must ensure that product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.
- The service provider shall be available for quarterly meetings/meetings as and when required as determined by the Department

10. Schedule Constraints

Delivery shall be mutually agreed between service provider and the food banks concerned. All schedules provided are to be strictly adhered to and any anticipated deviations from the delivery schedule must be communicated to the GDSD and Food banks in advance.

11. EVALUATION METHODOLOGY

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

STAGE ONE

The first stage will be the evaluation of the bid on **pre-qualification criteria**, thereafter on functionality which consists of **local content, mandatory administrative compliance, desk-top evaluation and presentation evaluation**. During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation.

STAGE TWO

The second stage of evaluation will be the 80/20 or 90/10 preference point system, where 20 or 10 points are allocated for preference and 80 / 90 points for price. The lowest acceptable tender will be used to determine the applicable preference point system in a cluster.

STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

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

EME's and QSE's who are level 1 and 2

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

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

STAGE 1B: LOCAL CONTENT

- Local Content as per the provision made in the PPPFA Paragraph 8 (1) of the Regulations empowers the DTI to designate specific industries where tenders should prescribe that only locally manufactured products with a prescribed minimum threshold for local production and content will be considered.
- The above-mentioned documentations should be signed and attached to the bid document. SBD 6.2 and Annex C

NB: Annex C should be completed fully in line with items as listed in SBD 6.2

The following items will be evaluated on Local Content

National Treasury Instruction Notes on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content:

<http://ocpo.treasury.gov.za/ResourcesCentre/Legislation/National%20Treasury%20Designated%20Sectors%20Circular%20No%206%20of%202019-2020-Canned%20or%20Processed%20Vegetables.pdf>

ITEM	LOCAL CONTENT MINIMUM THRESHOLD
Canned or processed vegetables	80%

NB: Bidders who do not comply with the above-mentioned requirements (Local content will be disqualified)

Other required documents:

Local content annexures: Annex D and E

STAGE 1C: MANDATORY ADMINISTRATIVE COMPLIANCE

- All RFP (SBD 4, 8, 9) documents must be completed and signed
- SBD 6.2 local content for canned/processed vegetables must be completed and signed
- Bidders should quote for all the product items, bidders who do not quote for all items will be eliminated (On Annexure A)
- Bidders will be considered for one (01) Region which they must select as their first preferred Region
- Bidders may select a secondary Region which will be only considered if there are no suitable qualifying bidders in other Regions
- Any bidder who chooses more than two regions will be disqualified, and will not be considered for further evaluation

Bidder must tick Preferred Region					
Electives	Ekurhuleni	Sedibeng	Tshwane	West Rand	Johannesburg
First preferred Region					
Secondary Preferred Region					

- Bidders must attach a certificate of acceptability of food premises R638 of 22 June 2018 from the source of supplier
- Bidders who are sourcing the products from another company, should submit valid letter/s of commitment (**indicating that all products are available**) from one or more Principal Company(s) formalizing the agreement for supply including specific responsibilities and accountabilities between the two companies must be submitted. **(The letter must be on a company letterhead and signed by both parties)**
- Bidders who are sourcing a closed up / covered / insulated transport, must have a minimum of a 3500kg truck from another company, a letter of commitment from the Principal Company formalizing the transportation agreement should be included in the letter of commitment. **(Letter must be signed by delegated authority).**

OR

- Bidders that have their own closed up / covered / insulated transport must have a minimum of a 3500kg truck: Registration documents of vehicle ownership or vehicle license documentation should be attached **(Registration documents of ownership indicating that the vehicle is registered in the company name or director name and must be attached)**

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

STAGE 1D: DESK-TOP EVALUATION (24 POINTS)

- This information will be used for evaluation prior to the price and preference point's evaluation.
- Suppliers are requested to include with the tender document all the information requested below:

Criterion	Comment	Points
Selection criteria	Provide a documented process used to select a supplier of choice regarding food items and cleaning material to ensure that product/s conform to specification requirements • No selection criteria provided (0) • Good manufacturing practice (good practices in production areas) (1), • Storage areas (2), • Good practices in quality control (product analysis) (1) • Product specification (2)	6
Order processing	Provide the ordering process with reference to the points below: • No information provided (0) • Order received by fax/e-mail or fax to e-mail or internet (1) • Acknowledge (1) and prepare the order (2) (verify with the customer and confirm delivery date), • Generate and produce proof of delivery (1) • Invoicing of goods delivered (1)	6
	Lead time for emergency orders from receipt of purchase order delivery of goods • No lead times provided (0) • 2 days (2) • 3 - 5 days (1)	2
Company experience	Proof of similar work done by the organization should be attached (Non- perishable food and perishable food. Reference letters, purchase orders and appointment letters must not be older than 2 years The reference letters must be signed, dated and on a company letterhead • No company experience attached (0) • 1 to 3 Reference letters supported by purchase order/ appointment letters from different organizations each indicating a rand value of R1 000 000 and above (6)	10

	• 4 to 6 Reference letters supported by purchase order/appointment letters from different organizations each indicating a rand value of R1 000 000 and above (8) • 7 to 8 or more letters supported by purchase order/appointment letters from different organizations each indicating a rand value of R1 000 000 and above (10)	
TOTAL POINTS = 24 (Bidders scoring less than 17 points on the desk top exercise will not be considered for further evaluation)		

STAGE 1E: PRESENTATION (21 POINTS): THE BIDDER WILL BE ALLOCATED 20 MINUTES FOR THE PRESENTATION

OFFICE		
Criterion	Comments	Points
Identification and traceability	Products should be traceable and identifiable back to the supplier • No traceability and identification system in place (0) • Explanation of how product will be identified and traced (1) • Identification and traceability policy is available (2) • Purchase order (1) • Delivery note /invoice from manufacturer (1) delivery invoice from the distributor (1)	6
Customer service	Effective means of communicating with the end user (Order handling, amendments or any enquiries) • No means of communication (0) • Cellular phone, Facsimile/fax to e-mail, internet and e-mail with a dedicated person (2) or • Land line number, cellular phone, fax to e-mail, internet, and e-mail with a dedicated person (4)	4
	Measures in place to ensure customer satisfaction is met • No customer satisfaction measure in place (0) • Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (2) • Records of regular customer survey questionnaire completed, signed by the customer (2)	8

	- Documented customer complaints procedure/policy (2) - Proof of completed and documented customer complaint with corrective action including preventative action (2)	
Transportation	Transportation - No documented records for inspection of transport (0) - Transportation is inspected for cleanliness before loading food products and register is available as proof (3)	3
TOTAL POINTS = 21 (Bidders scoring less than 15 points during the presentation will not be considered for further evaluation) NOTE: Documented proof during the presentation will be required		

Required Documents

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

- Bidders are required to submit their unique Tax Compliance Status personal identification number (pin) issued by SARS to enable the Organ of State to review the Taxpayer's profile and Tax Status.
- Registration in the Central Supplier Database is compulsory. Central Supplier Database summary report (CSD) or CSD number should be submitted. (subject to verification by GDSD) (Details are attached in a tender document as per RFP09.
- Bidders are required to submit financial statements signed by an accredited accountant (2 Comparative Years)

Stage 2: Price (80/90 points) and (20/10 points) Preferential Points

The contract will be awarded in terms of Regulation 6 or 7: Preferential Procurement Regulations, 2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Bids will be evaluated in terms of an 80/20 or 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

Area	Points	
Price	80	90
Preference	20	10
Total	100	100

NB: The lowest acceptable tender will be used to determine the applicable preference point system in the first preferred Region

In an event where there are no suitable qualifying bidders in a region, the preference point system will be applied to all the bidders that have selected the region as their secondary preferred region

GDSD reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid in line with PPR regulation 2017

GDSD reserves the right to:

- Vegetables should be procured from Small Scale Farmers
- Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s)
- Accept part of the tender rather than the whole tender.
- Bidders will be considered for one (01) Region which they must select as their first preferred Region
- Bidders may select a secondary Region which will be only considered if there are no suitable qualifying bidders in other Regions
- The award of this tender may be subjected to price negotiation with the qualified bidders on both functional and price with preferred tenderers, utilizing market related prices as a benchmark, bidders that refuse to negotiate price closer to the market related benchmark will not be recommended for award and the next lowest bidder will be considered.

Contract management

- GDSD reserves a right to appoint another contracted supplier to be utilized within the contract when a supplier fails to honor their contractual obligations.
- To terminate or amend the requirements of this contract at any point during the life cycle of the contract.
- 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 GDSD Electronic Invoice Submission and Tracking.
- Awarded suppliers are expected to adhere to the source of supply that is evaluated on mandatory administrative compliance. Should a need arise to change a source of supply, a written request and a notice of 30 days must be complied with and approval must be granted by GDSD.
- Urgent orders: Bidders should consider that as and when a need arise during the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.
 - GDSD reserves the right to cancel and/or terminate the contract or part thereof, post award in consultation with the service provider if is deemed necessary



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)