

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

Notes:

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

The Tendering System

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

Training sessions

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



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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



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RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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



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Instructions to Bidders

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

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

The bid must be deposited or posted;

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



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Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

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

FULL ADDRESS

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

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

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

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

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

INDICATE

Y ☐ ☐ N ☐ ☐



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Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

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

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

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

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

¹"State" means-

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

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

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



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

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

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

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

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



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

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

DECLARATION

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

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

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

DATE	POSITION



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Declaration of Bidder's Past Supply Chain Management Practices

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

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



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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Name, Position & Signature of Bidder

DATE:

ADDRESS:

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CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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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
Preference Points	20
TOTAL	100

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

- Stage One–

- Stage Two–

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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						



DEPARTMENT OF SOCIAL DEVELOPMENT

IGUGULETHU CHILD AND YOUTH CARE CENTRE

CATERING SPECIFICATION

1. SCOPE OF SERVICE

Igugulethu Child and Youth Care Centre is situated at Corner of 13th Avenue & 121 Cason Road, Boksburg North at Ekurhuleni Region. Provision needs to be made for children between the ages of 0 months to 12 years to accommodate a total number of approximately 75 children in the Centre. Please note that these numbers fluctuate daily. The Centre provides 24/7 essential service.

The daily occupancy statistics will first be verified by the relevant designated official before meal preparation for the day. Extra meals must be prepared as and when needed to accommodate new admissions. This will be communicated by the Sectional Managers to the service provider's supervisor during working hours or by the team leader(s) if admissions are received after hours. Additional residents will be charged that are not covered by the specification numbers.

2. CATERING AND RELATED SERVICES

The service provider is expected to provide the following daily meals to the children:

2.1 DAILY MEALS

- Breakfast
- Lunch
- Dinner
- Evening

Meal Serving Times

Daily Meals	Meal Serving Time	Weekdays
Breakfast	5h30 to 06h15	Week days Weekends & Public holidays
Lunch	14h30	Week days
Lunch	13h00	Weekends & Public holidays
Snacks after school	15h00	Week days
Dinner	17h00-17h30	Weekends & Public holidays
Evening snacks	19h00	Daily

3. SERVING POINTS

- All meals for children will be served in the dining hall except otherwise requested
- Serving points for special occasions will be communicated to the service provider
- Infants and toddlers will be served at nursery

LUNCH PACKS

- The service provider will supply a full lunch pack for children going to school, court hospital, clinic visits, planned outings and any other related activities as indicated by the institution.
- Lunch packs are to be packed in appropriate wrappings cling wrap / lunch bag. The service provider will also provide for all additional packaging requirements including plastic spoons, knives, forks and serviettes.
- The lunch pack should comprise of the following:
- **4 x Slices of buttered bread or 2 x bread rolls with a substantial filling, 250ml fruit juice 100%, 1x 36g packet of potato chips, 1 x seasonal fruit**
- The content of lunch packs should include but not restricted to the following fillings:
 - Gouda cheese or Cheddar cheese
 - Cheese spread,
 - Chicken polony,
 - Egg mayonnaise,
 - Chicken viennas,
 - Chicken burger patties,
 - Peanut butter
 - Jam/ golden syrup
 - Fish paste
 - White liver polony

Lunch packs are to be packed in appropriate wrappings / lunch bag / wax wrap or grease proof paper. The service provider will also provide for all additional packaging requirements including plastic spoons, knives, forks and serviettes.

4. MENU PLANNING

- Menus are to be designed in consultation with a Professional Dietician and the Centre Management.
- It is recommended that a balanced diet encompassing all five-food groups which are: Vegetables and legumes/beans, Fruits, Lean meats and poultry, fish, eggs, nuts, seeds, Milk, yoghurt and cheese.
- At the discretion of the relevant sectional managers, the planned meal for lunch can also be served when children go on outings i.e. holiday programmes, camps, excursions etc. This arrangement must be communicated with the service provider concerned and be done timeously.
- Consideration of menus to be flexible and adaptable to children with special dietary needs, cultural preferences and medical requirements. This will be done in consultation with the relevant sectional Managers and only approved by them.
- These needs will be communicated in writing by the nursing sister and approved by the sectional manager.
- Fresh vegetables are to be used daily instead of frozen and canned vegetables.
- Only canned vegetable beans are allowed (baked beans & butter beans)

5. SPECIAL REQUIREMENTS WITH REGARDS TO MENUS

- Any changes to the menu shall be communicated in writing to the Head of Institution (HOI) at least 24hrs in advance.
- All meals shall be tasted, and quality assured by delegated officials prior to serving times.
- Major changes to weekly menu planning shall be done in consultation with all relevant role-players and in accordance with dietary needs and costing framework.
- Clean oil needs to be used for cooking at all times and the changing of cooking oil will be checked randomly by the delegated official.
- Meat portions for meals must be standardized. Chicken portions recommended are drumsticks, thighs and breasts.
- **Red meat especially for stews and casseroles should be boneless with minimum fat and should be first grade quality only.**
- The garnishing and presentation of meals must be appetizing and appealing for consumptions. Proper presentation and quality of food is a pre-requisite.
- The correct cooking and serving utensils should be provided
- All food shall be wrapped, packaged and stored correctly

6. VEGETABLES

Serving of a variety of fresh vegetables is essential to ensure vitamin sufficiency. The following vegetables are preferred and to be provided

- White cabbage
- Carrots
- Sweet potatoes
- Potatoes
- Butternut
- Pumpkin
- Hubbard squash
- Gem squash
- Spinach
- Lettuce
- Tomatoes
- Onions
- Cucumber
- Beetroot
- Butter beans
- Green beans
- Peas
- Corn (variety)

7. MONITORING OF MEALS AND ACCOUNTABILITY

- Occupancy statistics must be monitored daily with the Sectional Manager / Supervisor / Team Leader and be recorded in the admission control register and reconciled monthly.
- A monitoring register for all meals to be implemented and signed daily Sectional Manager / Supervisor / Team Leader / Food Service Aid
- A monitoring and hand over register should be completed when food leaves the kitchen and signed when food is delivered to the dining hall and received by the relevant Sectional Manager / Supervisor / Team Leader / Food Service Aid making the hand over.
- Daily quality control of food will be facilitated by the Sectional Manager / Supervisor / Team Leader / Food Service Aid and the service provider before meals leave for the dining room.
- A Communication Register must be kept at all times to monitor complaints / compliments.
- Children and staff will on weekly basis provide the service provider with weekly evaluation forms indicating their satisfaction or dissatisfaction with the food served. These forms will be monitored by the Food Service Aid / delegated official and any deviations observed will be corrected immediately in consultation with the service provider and Head of Institution (HOI).

- All monthly requisitions and occupancy statistics will be reconciled, and quality assured with the service provider's Supervisor prior to the submission of the monthly invoice for approval by the Head of Institution (HOI).

8. PRIVATE / NON-CONTRACTED FUNCTIONS

- Private functions of the service provider should not interfere with service delivery expectations, daily operations or violate the conditions of the Service Level Agreement
- Service provider is not allowed to use the institution equipment, transport, linen and staff allocated to Institution for own private functions.

9. BEVERAGES

Cold Beverages

- Provision of 250ml fruit juices 100% or fresh milk and 330ml fizzy beverages for lunch packs, outings and special events.
- Juice concentrates must be served during lunches or as an evening beverage for service users during warmer season (note that these include only beverages recommended by a dietician that has the necessary nutritional value recommended for children)

Hot Beverages

- In winter, hot beverages such as Milo, hot chocolate, tea and coffee can be served particularly for the evening snack.

10. PURCHASE AND SUPPLY OF FOOD ITEMS

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

11. BABY UNIT PROVISIONS

Every Monday morning the Bidder will provide the following:

- Variety of baby milk powder at 900g per unit must be dispatched per requisition, (the actual minimum quantity required may change due to occupancy fluctuations and cost will be calculated accordingly). Milk formulas used by the babies will be discussed and negotiated with the Bidder and management on appointment of the Bidder).
- Nespray – 900g x 2
- Nan 1, 2 & 3 – 900g x 2 each brand
- Perlagon 1- x 900g x 2
- Perlagon 2 & 3 – x 900g x 1

- Nestum 1 – x 6per pack
- Nestum 2 – x 6per pack
- Nestum 3 – x 6per pack
- Nestum 4 – x 6per pack
- Purity Food – 20x800g (or according to the number of children)
- Nido1- x 900g x 2

12. SPECIAL EVENTS

- Any special arrangements and approvals for special events must be confirmed in writing by the Head of Institution in advance. A menu must be submitted for approval 7-14 days prior to the event.

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

<u>Programme</u>	<u>Number of Beneficiaries</u>	<u>Needs</u>
Elder abuse prevention	48	Muffins and Coffee
HIV Prevention	60	Fresh fruits like banana and apple per beneficiary
Parenting group	15	Tea/Coffee and sandwiches with different fillings
Crime prevention for adults	30	Coffee/Tea and finger food platters
Crime prevention for children	40	A packet of simba chips with a juice for the beneficiaries.
Victim empowerment	25	Tea/Coffee and sandwiches with different fillings
Beneficiaries of substance abuse prevention	70	A variety of a small chocolate to attach to the pamphlet, a small bag of peanuts, and fruitpack consisting of 2-3 fruits in a bag. This programmes is at clinics, shopping malls, service centres, ect.
Ke-modja outreach programmes to school going children	93	Simba chips and a juice.

14. ANNUAL CHRISTMAS PARTY

- The service provider shall cater for 75 children as per Centre`s Year Calendar.
- ***A party pack consisting of the following must be provided to each child at the end of the party***
 1. 36g Packet of potato chips
 2. 250ml fruit juice100%
 3. 56g Bar of chocolate (Large)
 4. Ice-cream lolly
 5. Assorted sweets

Children`s Birthdays:

- A list of all children celebrating birthdays per month will be prepared by the Social Worker and submitted to the Sectional Manager on the first day of the new month.
- Celebration of children`s birthdays will take place monthly on a date agreed upon by the relevant Sectional Manager
- A birthday cake shall be provided to each child celebrating their birthdays during that month.
- This will be accompanied by 330ml fizzy beverage or sparkling juice, packet of potato chips and a small chocolate bar. Children with special needs must be accommodated with a sugar free (fizzy) drink.

15. CHILDREN`s CHRISTMAS PARTY- PROPOSED MENU:

BREAKFAST

- Dry Cereal (Cornflakes with milk)
- Hot beverage
- Scrambled eggs and Vienna`s (provide a substitute for children not eating meat)
- Toast / fresh bread and margarine

LUNCH

Preferred Beverages to be served:

- **330ml sparkling fizzy drink or 330ml fruit juice100%**

Protein:

- Crumbed chicken – 2 x Drumsticks
- Barbecue Ribs (Lamb) or Beef Kebabs
- Hake Fillets for non-meat eaters

Starch:

- Rice
- Roast Potatoes

Vegetables:

- Pumpkin
- Beetroot salad
- Green Salad
- Three Bean Salad
- Tomato and onion gravy

Dessert:

- Fruit salad and custard
- Ice cream suckers

Afternoon snack:

- An assortment of cakes i.e. red cakes, doughnuts, miniature Swiss rolls
- Fresh fruit in season (These could include nectarines, dessert peaches, grapes and watermelon)

SUPPER

- Light meal such as hot dog, wors roll, hamburger (Large)
- Cold Beverage

EVENING SNACK

- 2 pieces of cakes: carrot cake/ doughnuts etc.
- Piece of Fresh seasonal fruit (watermelon, yellow peach, nectarines)

CHRISTMAS DAY (25 DECEMBER)**BREAKFAST**

- Egg
- Bread
- Cheese
- Sausages
- Bacon
- tomato
- Hot and cold beverage (tea/coffee/Milo and juice)

LUNCH

Protein

- Roast beef sliced
- Crumbed chicken drumsticks
- Fried fresh fish (for non-meat eaters)

Starch:

- Rice
- Baked potato

Vegetables:

- Pumpkin
- Creamed spinach
- Brown onion gravy
- Coleslaw
- Sweet and sour carrot salad

Dessert:

- Fruit cocktail and custard/trifle
- Ice cream.

Beverages:

- 330ml fizzy drink or 330ml fruit juice100%

Afternoon snack:

- An assortment of miniature cakes: milk tarts, jam tarts, queen's cakes etc.
- Fresh fruit in season (These could include nectarines, dessert peaches, grapes and watermelon)
- Cold/ hot beverage

SUPPER

- Light supper and beverage as stated in annual Christmas party menu

EVENING SNACK

- 2 x pieces of cakes/ fresh cream cake/ vanilla sponge
- Fresh seasonal fruit (watermelon/ yellow peach/ nectarines)

FAMILY DAY (26 DECEMBER)**BREAKFAST**

- 2 x Egg
- 4 x Slice Bread
- 2 x Slice Cheese
- 2 x Sausages
- Bacon
- Tomato
- Hot and cold beverage (tea/coffee/and juice)

LUNCH

- Normal Sunday special lunch

SUPPER

- Light supper (hamburger pie/ hot dog and juice)

EVENING SNACK

- 2 x pieces of cakes, fresh cream cake, vanilla sponge
- Fresh seasonal fruit (watermelon, yellow peach, nectarines)

NEW YEARS EVE (31 DECEMBER)**NEW YEAR'S EVE BRAAI: SUPPER**

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

Beverages:

- Fresh fruit in season (These could include nectarines/ dessert peaches/ grapes/ watermelon)
- 330ml fizzy drink or 330ml fruit juice 100%

Evening Snack

- 2 x Scones
- 250ml fruit juice 100%

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

- Dry cereal (Rice Krispies with fresh milk)
- 2x Fried eggs
- Bacon and fish fingers
- 4x Slice Fresh bread and margarine
- Fried mushrooms and onions
- Grilled tomatoes
- Hot beverage

LUNCH**Protein:**

- Tenderized steak
- Roasted chicken (drum stick and thigh)
- Fresh fish (hake)

Starch:

- Rice/Pap

Vegetables

- Green salad
- Potato salad
- Tomato & onion gravy

Beverages:

- 330ml fizzy drink or 330ml fruit juice 100%

Dessert:

- Fruit cocktail and custard/trifle
- Ice cream.

Afternoon snack (15h00):

- Fresh fruit (seasonal)

SUPPER

- Light supper: 2 x Sausage rolls
- Chips
- 330ml fizzy drink/330ml fruit juice 100%

16. STAFFING

- Only qualified chefs, cooks, manager/supervisor should be used by the service provider to provide training and support.
- **75% of workforce shall be recruited from Boksburg/Ekurhuleni and 25% from the service provider.**
- **Recruitment processes should ensure a representation from the following vulnerable groups: Women, Youth and People with Disabilities)**
- Recruitment and selection will be the sole responsibility of the service provider
- The service provider is responsible for vetting all employees
- The staff component shall comprise of the following structure:
 - **2 x Supervisors (1 x per shift available daily and during working hours)**
 - **2 x Qualified chefs (1 x per shift)**
 - **2 x Cooks (1 x per shift)**
 - **8 x Food Service Assistants (4 x per shift)**
 - **2 x Cleaners (1 x per shift)**

17. KITCHEN FACILITIES AND CONTROL

A FOOD SERVICE CERTIFICATE-REGULATION R918 MUST BE PRODUCED AND AVAILABLE AT TIME OF TENDER AND DISPLAYED THROUGHOUT THE DURATION OF THE CONTRACT PERIOD

- Access to kitchen facilities shall be made available to staff and service users for the execution of life skills programs when the need arises. This will be done by prior arrangement and in consultation with the relevant sectional managers
- All catering staff members will be subjected to searching procedures and will demonstrate compliance to Centre Rules and Regulations
- Compliance to contraband management shall be ensured including the prohibition of alcohol, illegal substances and any other substances or equipment deemed harmful to service users and staff
- The service provider and his/her staff will comply with the list of permissible/non-permissible items identified by the Centre and will be available when the service provider is appointed
- No unauthorized people should be allowed in the kitchen. This should be strictly adhered to and monitored by the Catering Manager. Concerns in this regard should be communicated to the Household Aid/Nurse/delegated official.

18. CLEANING MATERIALS, UNIFORMS AND STATIONERY

- The service provider shall provide their own technical and some physical equipment e.g. photocopier/fax/computer, step ladders and all stationery required for its operations.
- An agreement shall be entered with the Service provider and the Department of Social Development in terms of telephone utilization and payment thereof.

- Proper branded uniforms including personal protective clothing and shoes must be purchased by the service provider for all staff and be available on the first day of operation.
- Head covers and gloves shall be provided by the service provider for all staff and compliance will be monitored by the OHS Committee.

19. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE

- The service provider shall ensure that the OHS Act and any other legislative prescripts, policies and procedures relating to Occupational Health and Safety are adhered to.
- The service provider shall ensure that all Occupational Health and Safety Standards are complied with and will be held liable for non-compliance
- The service provider shall appoint and ensure that a nominated staff member is trained to occupy the following OHS portfolios: First Aid and Fire Fighting and ensure that all staff is made aware of safety procedures
- The service provider shall attend the monthly OHS meetings as stipulated in the year planner
- The institution is a smoke free zone. Smoking will only be permitted in designated smoking areas
- The service provider will be responsible for training and development of own staff regarding Occupational Health and Safety.
- The service provider will be responsible to provide full gear of PPE and ensure compliance to Covid-19 regulations
- The service provider must ensure that all OHS matters are in line with the Institution and adhere to the standards of the OHS Committee of the Institution.

20. HYGIENE

- Annual medical examinations of staff to be conducted to avoid contamination of food and transmission of infections
- All staff should be medically fit. Suspicion of any contagious infections or diseases are to be communicated in confidence to the kitchen supervisor and managed effectively
- Staff's nails are to be kept short and clean
- No nail polish or long nails
- Open sores and wounds are to be kept covered
- Promote good hygiene in the kitchen (regular washing of hands). The Service provider to ensure that hygienic liquid soap and a paper towel dispenser is made available for this purpose and is easily accessible
- Washing of hands after every activity is encouraged
- Uniforms are to be changed daily to avoid food contamination and cross infection of diseases
- Eating whilst preparing food is not allowed
- Staff to wear gloves and head covers during preparation of food and at any other time deemed necessary
- All packages are to be opened with a knife or kitchen scissors
- Staff to wear comfortable and rubber-soled shoes to avoid slipping
- Jewelry is prohibited for staff doing food preparation.

21 CLEANLINESS

- **Only SABS approved products must be used in the kitchen to disinfect catering equipment, utensils, crockery, cutlery and work surfaces and include the regular disinfection of the following:**
 - Pots and pans
 - Ovens
 - Stoves Floors
 - Floors
 - Windows
 - Tiles
 - Walls
 - Fridges/freezers
 - Stores
 - Drains
 - Cleaning equipment (mops, cloths, buckets etc.)
 - Kitchen hand basins, sinks and floors must be washed, disinfected and degreased daily.
 - Bins (in the kitchen and outside the waste disposal area) must adhere to Occupational Health and Safety standards
 - Arrangements to be made by the Institution for the disposal of wet and dry food waste according to the prescribed waste removal procedures and ensure that it is ECO friendly compliant
 - Disposable hand paper towels and disposable different gloves should be readily available and utilized daily
 - Color coded mops or equivalent to avoid cross contamination e.g. toilets, kitchen
 - Marble or equivalent cutting boards/working surfaces instead of wood or plastic is recommended.
 - Chipped or damaged cutlery and crockery must be reported to the Housekeeping in writing and be managed according to the Departmental Loss Control Disposable procedures and policies
 - Chipped or damaged cutlery, crockery and kitchen equipment should not be utilized and must be removed immediately once reported
 - Mops, brooms, buckets and all SABS approved cleaning detergents to be purchased and replaced at the Service provider's cost
 - **Recommended SABS approved cleaning materials to be used includes: All-purpose cleaner, bleach, dishwashing liquid, brooms, brushes, mops, disinfectant, oven cleaner, steel wool, pot scourers, all-purpose sponges should be utilized**
 - All crockery, cutlery and kitchen equipment for daily operational purposes will be supplied by the Department of Social Development.

22 PEST CONTROL IN THE KITCHEN

- Pest control activity must be conducted weekly to control the prevalence of flying and crawling insects as well as rodents and cats.

- The service provider shall develop a pest control management plan to manage activity of pest by appointing a reputable supplier that is registered with the Department of Agriculture & Rural Development which must be done quarterly.

23 DRAINAGE

- The service provider shall be held liable for drainage blockages in the kitchen
- On a weekly basis, the service provider should provide acid to degrease the drains

24 STORAGE

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

25 HUMAN RESOURCES AND LABOUR RELATIONS

- The service provider will ensure compliance to the Labour Relations Act, Basic Conditions of Employment Act and all relevant Acts and Policies related to employment practices
- The service provider shall manage all Labour related issues with the staff concerned
- The service provider shall keep proper records pertaining to employment practices and shall produce these at the discretion of the Department of Social Development
- Services shall continue during Industrial Action and recognize that this Institution is deemed to be an **ESSENTIAL SERVICE**. The service provider shall ensure that catering staff is provided with company transport and the necessary resources to ensure continued service delivery.

26 AVAILABILITY OF OTHER RESOURCES

Kitchen Equipment

- Kitchen equipment owned by the Institution will be utilized
- Any breakages/losses to be reported within 24 hours as per the prescribed policies and procedures
- **The service provider will ensure that the catering equipment is utilized correctly and that staff operating the equipment are adequately trained.**
- The service provider will ensure accountability of all assets, equipment, crockery, cutlery, table cloths / chair backs and any other resources owned by the Institution in a form of check list
- The service provider will ensure reporting of losses and facilitation of a damages control register which will be monitored by the Asset Controller.

- An asset register to be in place and all losses and damages to be reported within 24hrs to asset controller
- For all losses and damages incurred, the service provider will be held liable for replacement of these items at the value of the broken item(s) within 7 days after it has been reported to the asset controller.

Maintenance of Equipment

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

27 MEETING ATTENDANCE

- Informal / adhoc meetings when need arises
- Monthly meetings with service provider and Centre Management
- Emergency meetings (for crisis situations)
- Monthly kitchen staff meetings between Manager and site staff. Minutes of these meetings should be available monthly to the Assistant Director of the institution
- Occupational Health and Safety monthly meetings / Walkabouts

28 ORIENTATION

- Orientation sessions will be conducted at the Centre by the Assistant Director and the Centre Management for all staff members, including Contract Management
- Any newly appointed staff must be oriented if there is staff turnover during contract period and management should be notified of these changes

29 COMPLIANCE TO THE CENTRE'S RULES AND REGULATIONS

- It is expected that the Service provider and staff will comply with the relevant legislation, policies, rules and regulations as well as implement Centre Management decisions and Departmental Directives where necessary
- Outcomes of monthly management and contract meetings must be implemented
- Centre Management will hold the Service provider liable for non-compliance to contract specifications. The necessary intervention in collaboration with Senior Management in the Department will be sought to correct non-compliance

30 GENERAL

- Copies of the weekly menu to be displayed and visible in the kitchen
- Promotion of good customer service
- Display transparency and openness for constructive feedback
- Timeous cleaning and fetching of dishes after functions, meetings and events
- All catering requisitions to be approved by the Head of Institution
- Contingency plans to be in place in the event of power failures or water shortages
- The service provider in consultation with the sectional managers shall provide opportunities for service users to be involved in skills development programmes
- All monthly payments should follow protocols and be submitted within the prescribed time frames
- The Institution will not be held liable for any payment of requisitions if the requisitioned items for functions are not authorized by the Head of Institution / delegate and if requested items are not delivered by the service provider.
- When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the service

VERY IMPORTANT

- **PLEASE TAKE NOTE: ALL OVERHEADS AND OPERATIONAL EXPENDITURE SUCH AS (Salaries, Training, Staff Uniform, Staff Meals, Sundry Expenses and Cleaning Materials) ARE INCLUSIVE IN THE TENDER PRICE INCLUDING VAT.**
- **THE BIDDER MUST HAVE FINANCIAL BACKUP IN THE EVENT OF ANY EMERGENCIES RELATED TO THE CONTRACT/PAYMENT OF STAFF**

MEAL PLAN – QUANTITIES PER INDIVIDUAL ACCORDING TO DEPARTMENTAL RATION SCALE

Description	0-24 Months	3-6 Years	7-12 Years
1. Raw Porridge/Cereals	15-30g	30-40g	40-50g
2. Fresh Milk per day	100ml	100-150ml	150ml-200ml
3. Sugar		30ml per serving	60ml per serving
4. Beverage with milk	100ml per serving	150ml per serving	250ml per serving
5. Bread (Standard slice)	1 slice per serving	2 slices per serving	4 slices per serving
6. Bread Rolls	1 portion	1 portion	2 portions
7. Filling (Polony/cheese)	1 slice, 30g per serving	1 slice, 30g per serving	1 slice, 50g per serving
8. Filling (Butter, jam, peanut butter etc.)	20g per serving	30g per serving	50g per serving
9. Fruit Apple, Naartjie, Nectarine, Pear, Orange, Peach, Banana, Plum, Mango	Medium	Medium	Medium
Pineapple, Watermelon, Paw Paw, Grapes	Small	Small	Medium
	40g	60g	120g
10. Raw weight: Starch (Pap, Rice, Samp etc.)	20g	30g	40g
Raw chips, potato	40g	70g	100g
11. Raw weight: Meat and chicken	50g	95g	110g
Fish	55g	70g	110g
Sausages/Vienna/Wors	1 portion	1 portion	2 portions
12. Raw weight: Vegetables per serving	50g	70g	110g
13. Juice	100ml	120ml	250ml
14. Yogurt	100ml	120ml	150ml
15. Dessert	40g	60g	120g
16. Scones/rusks/muffins	1slice/serving	1 slice/serving	2 slices/servings
17. Eggs	1 large	1 large	2 large

Children's Menu WEEK 1

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Milk Tea X4 Slices bread Margarine Sandwich Spread	Oats Fresh Milk Coffee X4 Slices bread Margarine Peanut Butter	Mabela Fresh Milk Milo X4 Slices bread Margarine Jam	Oats Fresh Milk Tea X4 Slices bread Margarine Fish paste	M/Meal Milk Coffee X4 Slices bread Margarine Sandwich Spread	Corn Flakes Fresh Milk Milo X 4 Slices Bread toasted Margarine Fried Eggs Smoked Vienna	Oats Fresh Milk Milo X4 Slices bread Margarine Gouda Cheese Sliced
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Wors Roll Cool drink squash	Pap Mixed vegetables and tin fish Milk	Beef hamburger Bibo	Rice Mince (savory) Cool drink squash	Fish & chips Coleslaw salad x2 slices bread Milk	Toasted cheese sandwich Cool drink squash	Roast chicken & roast potato Savory rice Sweet cinnamon Beetroot salad Jelly & custard
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Vegetable chicken Casserole Pap Beetroot salad Mixed vegetables	Meat loaf Tomato Gravy Rice Butternut Green Salad (Separate dressing)	B/chuck Brown gravy Dumpling Spinach & potato	Wors Braised cabbage Pap Tomato gravy	Chicken curry Rice Carrot salad	Beef Goulash Samp & beans Sweet potato Braised cabbage	Mince savory Rice Mixed vegetable Green salad
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Cheese slice Cool drink squash	X2 Slices bread Jam Tea	X2 slices bread Margarine Cheese slice Cool drink squash	X2 Slices bread Jam Juice / Hot chocolate	X2 Scones Beverage/ Tea	X2 Bran Muffins Jam Ginger beer	Sponge cake Beverage Tea/

**Children's Menu
WEEK 2**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Fresh Milk Tea X4 Slices bread Margarine Jam	Oats Fresh Milk Coffee X4 Slices bread Margarine Sandwich Spread	Mabela Fresh Milk Milo X4 Slices bread Margarine Fish paste	Oats Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	M/Meal Milk Hot chocolate X4 Slices bread Margarine Jam	Corn Flakes Fresh Milk Tea X 4 Slices Bread toasted Margarine Scrambled Eggs Fish fingers	Oats Fresh Milk Tea X 4 Slices bread Margarine Cheese spread
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Chicken liver Pap Milk	Toasted sandwich Cool drink squash	Mince Pap Cool drink squash	Chicken burger Salad Milk	Fish & chips Salad Cool drink squash	Wors Pap Vegetable salad Gravy Cool drink squash	Chicken Roast potato Rice Beetroot salad Apple sponge & custard
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Cabbage Bredie Rice Carrot salad	Beef Sausage Brown gravy Mealie rice Mixed vegetables	Roast chicken Tomato Gravy Rice Green salad Sweet cinnamon Pumpkin	Wors Brown gravy Pap Spinach & potato	Liver & onion Tomato gravy Pap Chakalaka	Braised Chuck Samp and beans Gravy Butternut Beetroot	Frikaddel (flat) Tomato gravy Rice Pineapple & carrot salad
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Peanut butter Coffee 250 ml	X2 Slices bread Margarine Cheese Cool drink squash	X2 slices bread Margarine Jam Tea	X2 slices bread Margarine Cheese Coffee	X2 Choc chip Muffins Tea	X2 Scones Raisin Cool drink squash	queens cake Hot Chocolate

**Children's Menu
WEEK 3**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Milk Tea X4 Slices bread Margarine Peanut butter	Oats Fresh Milk Milo X4 Slices bread Margarine Sandwich Spread	Mabela Fresh Milk Tea X4 Slices bread Margarine Jam	Oats Fresh Milk Hot chocolate X4 Slices bread Margarine Fish paste	M/Meal Milk Tea X4 Slices bread Margarine Peanut Butter	Oats Fresh Milk Milo X 4 Slices Bread toasted Margarine Chicken liver Scrambled Eggs	Corn Flakes Fresh Milk Tea X4 Slices bread Margarine Slice Cheese
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Toasted Savory mince sandwich Milk 250 ml	Pap Liver Cool drink squash	Tin fish Baked beans Rice Cool drink squash	Beef burger Milk 250 ml	Fish & chips Carrot salad x2 slices bread Cool drink squash	Wors Pap Tomato gravy Milk	Chicken Savory rice Carrot salad Fruit, Jelly & ice cream
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Beef stew Spinach Pap	Meat balls in tomato gravy Rice Pumpkin	R/ chicken Gravy Pap Mixed vegetables Beetroot salad	Beef Goulash Braised Cabbage Samp & beans	Chicken stew Pap Gems	Beef stew Butternut Dumpling Potato salad	Mince Rice Green salad Beetroot Salad
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Peanut butter Cool drink squash	X2 Slices bread Margarine Cheese Coffee 250 ml	X2 Slices bread Margarine Peanut butter Tea 250 ml	X2 Slices bread Margarine Cheese Cool drink squash	Sponge Hot chocolate	X2 Muffins Banana Ginger Cool drink squash	X Queens cake coconut Margarine Tea

**Children's Menu
WEEK 4**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Fresh Milk Tea X4 Slices bread Margarine Fish Paste	Oats Fresh Milk Tea X4 Slices bread Margarine Peanut Butter	Mabela Fresh Milk Milo X4 Slices bread Margarine Jam	Oats Fresh Milk Tea X4 Slices bread Margarine Sandwich Spread	M/Meal Milk Hot chocolate X4 Slices bread Margarine Jam	Corn Flakes Fresh Milk Tea X 4 Slices Bread toasted Russian Boiled Eggs	Oats Fresh Milk Tea X4 Slices bread Margarine Cheese spread
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Toasted cheese sandwich Cool drink squash	Beef burger Salad Milk	X2 Hot Dog and Chicken Condiments Cool drink squash	Wors Pap Cool drink squash	Fish & chips Milk	Chicken liver Pap Cool drink squash	Chicken Roast potato Gem squash with sweet corn Kentucky chicken Fruit salad, ice cream & strawberry sauce
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Vegetable Beef Stew Cream Spinach Dumplings	Roast chicken Mixed vegetables Brown Gravy Beetroot salad Rice	Pap Sausages Cabbage Gravy	Chicken curry Rice Tomato & cucumber Salad	Vegetable cabbage Peas Beef sausages Brown Gravy Samp	Braised Chuck Chakalaka Pap Brown Gravy	Meatloaf Brown Onion Gravy Sweet Potatoes with cinnamon Vegetable savory Rice
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
X2 Slices bread Margarine Peanut butter Coffee	X2 Slices bread Margarine Cheese Tea	X2 Slices bread Margarine Jam Hot Chocolate	X2 Slices bread Margarine Cheese Tea	X2 Scones Margarine Jam Cold drink Squash	X2 Raisin muffins Margarine Beverage Coffee	X2 Queens cake Lemon/ Orange Essence Cold rink Squash

MENU FOR BABIES 0-6 months – breakfast, lunch and supper (formula and water)**MENU FOR BABIES: 07 – 12 Months: Introduction of solids and all food to be liquidized**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
Nestum/Purity Boiled Cow milk/Nido/Soya milk for allergies	Meilie Meal Boiled Cow milk/Nido/ Soya milk for allergies	Nestum/Purity Boiled Cow milk/Nido/ Soya milk for allergies	Mabella Boiled Cow milk/Nido/ Soya milk for allergies	Nestum/Purity Boiled Cow milk/Nido/ Soya milk for allergies	Meilie meal Boiled Cow milk/Nido/ Soya milk for allergies	Nestum/Purity Boiled Cow milk/Nido/ Soya milk for allergies
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Purity Juice/Milk Boiled Water/Rooibos Tea	Purity Juice/Milk Boiled Water/Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea	Purity Juice/Milk Boiled Water /Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea	Purity Juice/Milk Boiled Water /Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Mashed potatoes and mashed carrots Boiled Chicken Breast Purity juice	Gem squash Mashed Boiled egg Purity juice	Chicken livers Baby marrow & carrots Purity juice	Butternut Mince meat Purity juice	Mashed potato & baby marrow Purity juice	Sweet Potato Chicken mince Purity juice	Boiled Chicken Breast Pumpkin
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Purity Juice/Milk Boiled Water/Rooibos Tea	Purity Juice/Milk Boiled Water/Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea	Purity Juice/Milk Boiled Water /Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea	Purity Juice/Milk Boiled Water /Rooibos Tea	Purity Juice/Milk Boiled Water/ Rooibos Tea

Toddlers menu 13 - 36 months

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
M/Meal Fresh Milk Rooibos Tea Margarine Bread Peanut butter	Oats Fresh Milk Rooibos Tea Margarine Bread Jam	Mabella Fresh Milk Rooibos Tea Margarine Bread Peanut butter	M/Meal Fresh Milk Rooibos Tea Margarine Bread Jam	Oats Milk Rooibos Tea Margarine Bread Peanut butter	Wheatbix Fresh Milk Rooibos Tea Margarine Bread Vienna Scrambled eggs	Rice Krispies Fresh Milk Margarine Bread Liver spread
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Banana Yogurt	Yogurt Orange juice	Pear Yogurt	Banana Custard	Soft porridge and peanut butter	Marie Biscuits	Cheese curls/Flings
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
Mashed potatoes Chicken thigh Gravy Green peas Purity juice	Mince and noodles Purity juice	Chicken livers in sauce Rice Carrots Spinach Purity juice	Soft pap Beef stew with mixed vegetables Purity juice	Boiled egg Butternut Sweet potato Purity juice	Macaroni & cheese Purity juice	Chicken stew Gem squash Gravy Jelly & custard
SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER	SUPPER
Macaroni & cheese	Beef stew with mixed vegetables Dumpling Gravy	Rice and Yellow lentils Green peas	Chicken drumstick Gravy Mashed potatoes Pumpkin	Chicken livers in brown onion sauce Rice Butternut Spinach	Roast chicken and brown gravy Soft pap Spinach	2 minute noodles Mince with mixed vegetables
SNACK	SNACK	SNACK	SNACK	SNACK	SNACK	SNACK
Drinking yogurt Boiled Water	Rooibos tea & milk Bread Margarine Jam Boiled Water	Custard and jelly Boiled water	Rooibos tea & milk Bread Margarine Cheese spread Boiled water	Rooibos tea & milk Bread Margarine Liver spread Boiled water	Cooked custard Sponge cake Boiled water	Rooibos tea & milk Bread Peanut butter Boiled water

EVALUATION METHODOLOGY

This bid will be evaluated as per Preferential Procurement Regulations 2017:

- Stages of the evaluation will consist of the pre-qualification criteria, paper-based evaluation and site visit evaluation. During this stage of evaluation, bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation
- The second stage of evaluation will be on price points (80) and preference points (20)

STAGE 1A: PRE-QUALIFICATION CRITERIA

In terms of Section 4(1) of the Preferential Procurement Regulations, 2017, the Gauteng Department of Social Development has decided to apply pre-qualifying criteria to advance certain designated groups.

- An **EME** is required to submit a valid original Sworn Affidavit / a Certificate issued by Companies and Intellectual Property Commission (CIPC) confirming its annual total revenue of R10 million or less and level of black ownership, to substantiate their BBEE rating claims
- Bidders are encouraged to use the link below to access the **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

www.cipc.co.za/index.php/download_file/view/34593/1161/

** Only a valid original sworn affidavit will be accepted*

STAGE 1B: ADMINISTRATIVE EVALUATION (MANDATORY DOCS TO BE SUBMITTED)

- Signed Bid Commitment and Declaration of Interest (Form RFP04)
- All RFP (SBD) documents must be completed and should be signed (Mandatory)
- Completion of a total bid price with cost breakdown
- Valid and Certified copy of Unemployment Insurance Fund (UIF)
- Valid and Certified copy of Compensation for Occupational Injuries and Diseases Act (COIDA)
- Certified copy of Certificate of Acceptability of food premises R638 of 22 June 2018 of the Company's own facility
- Submission of Paper-based Evaluation [Stage 1C]

Certification date must not be older than 3 months

Bidders that do not comply with the above criteria shall be eliminated and will not be considered for the next stage of the evaluation process

REQUIRED DOCUMENTS

The bidder must submit the following documents not eliminating factors

- Tax Compliance Status Verification Pin
- Proof of Registration on National Treasury Central Supplier Database (CSD)
- Company Registration Certificate
- Two (2) year Comparative audited financial statements

STAGE 1C: PAPER-BASED EVALUATION (30 points)

- A total of **30** points is allocated for this stage 1C.

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

AREA	COMMENTS	ALLOCATED POINTS
1. Human resources	Recruitment process for the required catering staff (manager, supervisor, chefs, cooks and cleaners): • No recruitment plan (0) • A detailed recruitment process with reference to the below points: • Method of recruitment (3) • Selecting and shortlisting (4) • Interview (3) • Screening/reference checking (2) • Induction and training (4)	16
2. Quality	Good hygiene practice: measures for the prevention of cross contamination: • No measures provided (0) • 1 Cross contamination prevention measure outlined (1) • 2 Cross contamination prevention measures outlined (2) • 3 Cross contamination prevention measures outlined (3)	3

	Personal hygiene: - No personal hygiene policy/practices provided (0) - No documented policy but have a relevant and detailed explanation for personal hygiene practices (3) - Documented personal hygiene policy attached (5)	5
3. Menu	Describe how you would ensure that the quality of the end product is consistent at all times. - No information provided (0) - Complete description system used for consistency of the end product (2)	2
4. Company experience	Proof of catering service done by the company to show the level of experience: 1 purchase order or letter of award (1) 2 purchase orders or letters of award (2) 3 purchase orders or letters of award (3) 4 purchase orders or letters of award (4)	4
THRESHOLD: ANY BIDDER THAT SCORES LESS THAN 18 POINTS DURING THIS STAGE SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS		

STAGE 1D: SITE VISIT EVALUATION (40 Points)

N.B Presentation done during the site visit should be substantiated by documents

AREA	COMMENTS	ALLOCATED SCORES
Personnel Resources	Staff confirmation: - No staff and no database (0) - Database of relevant staff ready for employment (1) - CV's of employees indicating qualifications and experience (copies of qualifications) (1) - Contract of employment for existing staff signed by employer and employee (1) - Job descriptions (1)	4

	Customer satisfaction measures: • No documented customer satisfaction measures in place (0) • Clear explanation on how customer satisfaction will be done (1) • Meeting attendance with minutes as proof (1) • Customer survey questionnaire with feedback (2)	
THRESHOLD: ANY BIDDER THAT SCORES LESS THAN 24 POINTS DURING THIS STAGE OF SITE VISIT EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS		

STAGE TWO: PRICE AND PREFERENCE POINTS

Price & BBBEE	Points
Price	80
BBBEE Balance Scorecard	20
TOTAL	100

RETURNABLE DOCUMENTS (CHECKLIST)

Bids shall contain of clearly indexed documents with the tender pack as follows:

Documentation	Submitted	
	YES	NO
Valid and Certified copy of Unemployment Insurance Fund (UIF)		
Valid and Certified copy of Compensation of Injury Diseases Act (COIDA)		
Certified copy of Certificate of Acceptability of food premises R638 of 22 June 2018 of the Company's own facility		
Submission of Paper-based Evaluation [Stage 1C]		
Valid Tax clearance certificate printed through eFiling or Tax Compliance Status Verification Pin		
Original or certified copies of BBBEE status level verification certificate/affidavit (EMEs and QSEs) must be submitted in order to qualify for preference points		
Company Registration Certificate		
Two (2) years comparative audited financial statements		
Proof of Registration on National Treasury Central Supplier Database (CSD)		



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.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)