



Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER											
RFP DESCRIPTION											
CUSTOMER DEPARTMENT											
CUSTOMER INSTITUTION											
BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N	
					SESSION HIGHLY RECOMMENDED			Y		N	
BRIEFING VENUE					DATE					TIME	
COMPULSORY SITE INSPECTION	Y		N		DATE					TIME	
INSPECTION ADDRESS											
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
CLOSING DATE					CLOSING TIME						
TENDER BOX LOCATION											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



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PART A INVITATION TO BID

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

.....

Name of data subject/ designated person

Signature

.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bid Commitment and Declaration of Interest</h2>	<h2>Page 1 of 3</h2>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 2 of 3</h2>

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4) Revision: 10 Release Date:24/10/2022


 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bid Commitment and Declaration of Interest	Page 3 of 3

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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


Signature		Date	
Position		Name of Bidder	

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p style="font-size: 1.2em; font-weight: bold;">Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

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

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

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<p style="margin: 0;">Special Conditions Page 3 of 3</p>

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**THE SPECIAL CONDITION OF CONTRACT FOR GT/GDH/084/2023 –
THE SUPPLY AND DELIVERY OF DAIRY PRODUCTS AND MAIZE DRINKS TO VARIOUS GAUTENG
DEPARTMENT OF HEALTHCARE FACILITIES FOR A PERIOD OF THREE YEARS.**

ABBREVIATIONS

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

**THE SPECIAL CONDITION OF CONTRACT FOR GT/GDH/084/2023 –
THE SUPPLY AND DELIVERY OF DAIRY PRODUCTS AND MAIZE DRINKS TO VARIOUS GAUTENG
DEPARTMENT OF HEALTHCARE FACILITIES FOR A PERIOD OF THREE YEARS.**

1. THE PURPOSE

The purpose of this tender is to appoint the service providers for the supply and delivery of dairy products and maize drink to Gauteng Department of Healthcare facilities for a period of three years.

2. BACKGROUND

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

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

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

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

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

3.2 The Special Conditions of Contract:

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



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3.3 Other legal prescripts:

The Special Condition of Contract is based on the following legislation:

- a. The Constitution of the Republic of South Africa Act, 1996 (Act No. 108 of 1996) Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- e. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- f. Protection of Personal Information Act, 2013 (Act no 4 of 2013)
- g. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- h. Preferential Procurement Regulations, 2022
- i. Open Tender Framework, 2019
- j. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- k. Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) as amended
- l. Labelling Regulations under Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972
- m. R.368 Regulation Governing General hygiene requirements for food premises the transportation of food and related matters
- n. Regulations Relating to Hygiene Requirements for Milking Sheds, The Transport of Milk and Related Matters under Foodstuffs, Cosmetics and Disinfectants Act No. 54 of 1972 as amended
- o. Regulations relating to the classification, packing and marking of dairy products and imitation dairy products intended for sale in the Republic of South Africa. GNR.1510 November 2019
- p. Protection of Information Act, 1982 (Act no 84 of 1982)
- q. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- r. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- s. Agricultural Product Standard Act, 1990 (Act No 119 of 1990)
- t. The Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- u. Agricultural Product Standards Act, 1990 (Act No. 119 of 1990)
- v. Legal Metrology Act, 2014 (Act No. 9 of 2014)
- w. Consumer Protection Act, 2008 (Act No. 68 of 2008)
- x. Unemployment Insurance Act, 2001 (Act No 63 of 2001)



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3.4 National standards

Where the bidder is not the manufacturer based on the authorisation letter to distribute, they must ensure product supplied shall comply with the following regulatory requirements as verified by the South African Bureau of Standard for the duration of the contract:

- a. ISO: 9001:2015/SANS 9001:2015 “Requirement for Quality Management Systems”
- b. ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain
- c. Food Safety System Certification (FSSC) 22000 v5.1
- d. SANS 10330:2020: Food Safety Management — Requirements for a Hazard Analysis and Critical Control Point (HACCP) system.
- e. SANS 10133:2011: The application of pesticides in food-handling, food-processing, and catering establishments

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

4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender. All the documents included in Section 1 must be read, completed, signed where applicable and submitted.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 04: Bidders Disclosure 3. SBD 6.1: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 4. Certificate of Acceptability A valid copy of the Certificate of Acceptability (R638) must be submitted. From the organization that will be manufacturing and/or storing / distributing the product



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5. Quality Standard Certification: (Quality Standard Certification must be submitted from the organization that will be manufacturing and/or storing / distributing the product)

- a. ISO: 9001:2015/SANS 9001:2015 “Requirement for Quality Management Systems” **or**
- b. ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain **or**
- c. Food Safety System Certification (FSSC) 22000 v5.1 **or**
- d. SANS10330:2020: Food Safety Management — Requirements for Hazard Analysis and Critical Control Point (HACCP) system

6. Valid letter of commitment:

Bidders who are sourcing products from another company, should submit a valid letter of commitment from the Principal Company formalizing the Agreement between the two companies regarding the supply and delivery of the products. **(Letter must be signed by both parties).**

OR

If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced and distributed from own facility should be attached. **(Letter must be signed)**

Other required documents.

7. Tax Clearance Requirements:

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

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

Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)

NB: All mandatory documents Commissioned, and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.



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Part 2	<p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted as follows:</p> <ol style="list-style-type: none"> 1. Testimonial letters, Contractual proof, Training and documented training and development programme.
Part 3	<p>Section 2: Financial Proposal of the tender:</p> <p>Completed Price Schedule document, referred to as Annexure-A of the tender pack as well as an electronic copy in word format (on PDF), captured and saved on a memory stick.</p> <ol style="list-style-type: none"> 1. SBD 3.1: Price Schedule -Firm Prices (<u>Purchases</u>) Pricing schedule should be for one region only and all the items tendered for must be priced. 2. SBD 3.2: Price Schedule - Non-Firm Prices (<u>Purchases</u>) 3. Annexure A, Price Schedule (dependent on bidder's chosen District) <p>Note: Mandatory, failure to submit both abovementioned will result in the bid being disqualified</p> <ol style="list-style-type: none"> 4. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

5. THE PRODUCT AND SERVICE REQUIRED

5.1 Scope of Work

5.1.1 The service provider must supply and deliver the dairy products and maize drinks to various Gauteng Department of Health Institutions as outlined below.

a. Ekurhuleni District

1. Bertha Gxowa
2. Far East Rand
3. Pholosong Hospital
4. Thabo Memorial
5. Tembisa
6. Thelle Mogoerane



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b. Johannesburg Hospital

1. Helen Joseph Hospital
2. Rahima Moosa Mother and Child Hospital
3. Chris Hani Baragwanath Hospital
4. Bheki Mlangeni Hospital
5. Tarah Hospital
6. Lenasia South
7. Edenvale Hospital
8. Sizwe Tropical Disease
9. Charlotte Maxeke Jhb Academic Hospital

c. Sedibeng district

1. Heidelberg Hospital
2. Kopanong Hospital
3. Sebokeng Hospital

d. Tshwane Region:

1. Bronkhorstspuit Hospital
2. Cullinan Care and Rehabilitation Centre
3. Dr George Mukhari Academic Hospital
4. Jubilee District Hospital
5. Kalafong Hospital
6. Mamelodi Hospital
7. Masakhane Cookfreeze
8. Odi District Hospital
9. Pretoria West Hospital
10. Steve Biko Academic Hospital
11. Tshwane District Hospital
12. Tshwane Rehabilitation Centre
13. Weskoppies Hospital

e. West Rand District

1. Carletonville Hospital
2. Dr Yusuf Dadoo Hospital
3. Leratong Hospital
4. Sterkfontein Hospital



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5.1.2 The Service Providers are required to supply and deliver various dairy products and maize drinks to various Gauteng Department of Health care facilities which include the following:

1. Butter
2. Buttermilk
3. Cheese
4. Cheese spread
5. Cultured milk (sour milk, maas, amazi, amasi)
6. Cream
7. Ice-cream
8. Milk
9. Margarine
10. Maize drink (mageu)
11. Yoghurt and drinking yoghurt

5.1.3 The Service providers for Halaal marked product (where applicable) must have an accredited certificate approved by South African National Halaal Authority (SANHA) or the Muslim Council.

5.1.4 All products must be clean and suitable for human consumption.

5.1.5 The Service providers must deliver a predetermined quality and quantity of the fresh products as stipulated by GDoH official order.

5.1.6 Suppliers must adhere to delivery schedule and GDoH conditions.

5.1.7 All products must be produced according to and fully comply with the South African Legislations (Acts, Regulations and Laws) and National Standards

5.1.8 The Service Providers supply and deliver the products as per schedule from the institutions.

5.2 Transport requirement:

- i. The Service providers must be in a position of a transport that will be used for the transportation and delivery of products for the duration of the contract.
- ii. The transport must be enclosed, lockable and roadworthy for the transportation of perishable products.
- iii. The transport must be equipped with a temperature monitoring system for both ambient temperature and cold chain items during travelling and at the point of delivery.

5.3 Project Management

- i. The service provider must have in the employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.



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- ii. The dedicated person is expected to have a team that will be responsible for order processing and customer communication, attend to customer complaints, compile reports, and give recommendations where necessary.
- iii. The dedicated person must ensure that product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.
- iv. The service provider must ensure that employees who are involved in the complete food chain to the point of delivery are trained regarding:
 - General principles of health and communicable diseases
 - Food handling practices
 - Good personal hygiene practices
 - Customer service
 - Good hygiene practices, cleaning, and sanitation procedures.
- v. All training records must be kept.

5.4 Human Resource Requirement

- i. The Service Providers shall be liable to the GDoH for any loss that the GDoH or any third party may suffer as a result of any theft, fraud, or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider
- ii. The Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the GDOH employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.
- iii. A total crew of three (3) personnel, consisting of one (1) driver and two (2) driver assistants for loading and offloading.
- iv. The Service Providers must ensure adequate provision of PPE that is compliant to all regulatory requirements of the perishable service
- v. The Service Providers must ensure that employees are easily identified by providing company branded uniform, name tags depicting company logo and name of the staff member
- vi. Drivers of the vehicles must identify themselves and present appropriate documentation to demonstrate they are authorized to transport the food products.
- vii. Must have driver's license with public driving permits for goods.
- viii. Drivers will be expected to deliver at delivery points as required.
- ix. Deliveries must be delivered at least by 12h00 on the same day that the supplies were dispatched. Changes due to unforeseen circumstances must be communicated.



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5.5 Environmental conditions

- i. All Products delivered must be of superior quality and suitable for human consumption and, when used properly in accordance with any written instructions notified to the End user by the Service Provider, will not represent an environmental, health or safety risk.
- ii. The service provider should monitor and control pests in the processing and storage areas.
- iii. All packaging material must be environmentally friendly and recyclable.
- iv. The contents will be neatly packed in a bio-degradable cardboard container (Packaging box)

5.6 Service Provider's Site/Premises

The appointed service provider must compile and provide GDoH specific Site. File which will include all Statutory and Management information/documents. such as:

- i. Human Resource Policy.
- ii. ID copies of team members
- iii. Occupational Health and Safety Policy and Procedures.
- iv. Safe works Procedures.
- v. Stock control procedure.
- vi. Insurance documents/details.
- vii. Department of Labour documents e.g., COIDA, UIF
- viii. Record of training of staff.

5.7 Product delivery and schedule

- i. Delivery of products and delivery schedules will be indicated on the official purchase order.
- ii. Delivery schedules will be altered to meet holiday schedules. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by GDoH care facilities and the service provider.
- iii. The products must be transported under hygienically acceptable conditions in a closed and refrigerated vehicle.
- iv. Delivery vehicles are to be equipped so that the proper state of refrigeration is maintained for any perishable product as per applicable legislations, standards, and regulations.
- v. Temperatures shall be no lower than 2°C and no higher than 5°C during transport and at the time of delivery.



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- vi. Boxes and cartons must not exhibit signs of condensation or dampness but must be dry and in good condition as part of due diligence.
- vii. Delivery to be made according to agreed specifications, agreed costing and quantities indicated on the PO.
- viii. Expiry date will be checked on the day of the delivery. The minimum expiry period from the date of delivery must be at least thirty (30) days.
- ix. If deliveries are made in boxes, cases, crates or on racks, proper sanitation of these items is the responsibility of the service provider.
- x. The service provider shall bear the full burden of ownership until the products are accepted at the destination. Any shortages, damages, losses, or otherwise undelivered products shall remain the service provider's responsibility.
- xi. Delivered products will be invoiced according to agreed costing.
- xii. Original tax invoices indicating PO number, product items supplied, units of measure, quantity supplied, price per unit and total cost inclusive of vat must be supplied per PO for each delivery.

5.8 Upon delivery, the service providers must provide proof of delivery as follows for each delivery:

- i. Three (3) copies of delivery note and must contain the following:
 - ii. Delivery notes number
 - iii. Health facility order number
 - iv. Delivery date
 - v. List of products with quantities, batch number and expiry date
 - vi. Space for comments by the recipient on delivery
 - vii. Confirmation of cold chain maintenance

5.9 The product requirement

5.9.1 Milk

- a. Physical and chemical requirement:
 - i. No preservatives or any other additives may be added to milk.
 - ii. Must have typical fresh, slightly sweet, taste of normal milk.
 - iii. No colostrum may be present.
 - iv. No flavors and foreign matter may be present in the product.
 - v. Must be either pasteurized or ultra-heated (UHT)
 - vi. Must be from a certified dairy supplier and may not be diluted.
 - vii. The product must remain fresh until expiry date printed on the container.
 - viii. The temperature of pasteurized (fresh) milk when delivered must be between 2°C to 5°C.
 - ix. Must not clot when boiled for five minutes and comply with the requirements as specified in Table 2.



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- b. Packaging and labelling:
- i. Must be packaged in cartons or opaque plastic sachets.
 - ii. Must be free from any leakage.
 - iii. Must protect the contents thereof from contamination.
 - iv. The company name, product name, class designation, production date as well as the best before date should be visible on the packaging for storage and rotation purpose.

TABLE 2: CLASSES AND STANDARDS FOR MILK

Primary dairy product	Class/Class designation	Alternate class designation	Milk fat content (%) (m/m)		Minimum milk solids not-fat content	Minimum milk protein content calculated on a fat-free basis (%) (m/m)
			Calculated on the total content (%) (m/m)	Calculated on a fat-free basis (%) (m/m)		
1	2	3	4	5	6	7
Milk	Full fat milk	Full cream milk; Whole milk	More than 3.3 – 4.5	8.3	8.6	3
	Low fat milk	Not specified	More than 0.5 – 1.5	8.5	8.6	3
	Fat free milk	Skim(med) milk	Not more than 0.5	8.6	8.6	3

5.9.2 Butter

- a. Physical and chemical requirement:
 - i. Must have a clean and characteristic flavour.
 - ii. Be free of any substance that does not naturally form part of milk.
 - iii. Shall not contain any animal fat, vegetable oil or marine fat.
 - iv. comply with the applicable standards as specified in Table 3.
 - v. Butter may contain other foodstuffs and food additives to the extent permissible under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).
 - vi. Cream that is intended for the manufacturing of butter may be neutralized to a pH of not higher than 7.6 by means of a substance which is permitted for such purpose by the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).



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- b. Packaging and labelling:
- i. be packaged in an aluminium, grease proof butter paper.
 - ii. not impart any undesirable flavour to the product
 - iii. be moisture proof.
 - iv. be so strong that it will not tear or break during normal storage, handling, and transport practices.
 - v. the name and address of the manufacturer, product name, class designation, nutritional information, total fat content, the best before or use by or sell by date and the batch code.

TABLE 3: CLASSES AND STANDARDS FOR BUTTER

Type of primary dairy product	class designation	Milk fat (%) (m/m)	Maximum moisture content (%) (m/m)	Maximum solids-not fat content (%) (m/m)	Maximum sodium chloride content (%) (m/m)
Butter	Salted butter	At least 80	16	2	2
	Unsalted butter	At least 80	16	2	0

5.9.3 Margarine

- a. Physical and chemical requirement:
- i. The fat spreads are free from impurities and additives.
 - ii. It shall have a clean and pleasant flavour.
 - iii. It shall be easily spreadable at 20°C.
 - iv. Shall be reasonable soft on the palate.
 - v. Should be homogenous, free from lumps and extraneous matter.
 - vi. Comply with the applicable standards as specified in Table 4.
 - vii. The slip point of the separated fat phase thereof shall be below 38°C.
 - viii. It shall be fluid emulsions, principally of water and edible fats and oils.
 - ix. Fat spread may contain other foodstuffs and food additives to the extent permissible under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) as amended.
 - x. No animal fats are allowed.
- b. Packaging and labelling Container requirement
- i. The container of a fat spread shall be made from a material that is suitable for this purpose.
 - ii. That will protect the contents thereof from contamination; and will not impart any undesirable flavour to the contents thereof.



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- iii. That is so strong that it will not tear or break during normal storage, handling, and transport practices.
- iv. That is unbroken.
- v. No container shall contain more than one class of fat spread, provided that outer containers (multipacks) with more than one class of fat spread packed therein (in separate containers or in small serving containers) are allowed.
- vi. The main panel of a container of a fat spread shall be marked with the following: The name and address of the manufacturer, product name, class designation, nutritional information, total fat content, best before or use by or sell by date and the batch code.

TABLE 4: CLASSES AND STANDARDS FOR FAT SPREADS

Class designation	Maximum milk fat content	Maximum vegetable fat content	Maximum marine fat content	Maximum animal fat content	Total fat content		Moisture content	Maximum salt content	Maximum fat free dry matter content
					Minimum	Maximum			
	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
Yellow margarine	3	90	No specification,	0	80	90	No specification	2	4
White margarine	3	90	90	90	80	90	No specification	2	4
Yellow X% fat spread	3	<80	No specification	0	No specification	<80	No specification	2	No specification
White X% fat spread	3	<80	<80	<80	No specification	<80	No specification	2	No specification

5.9.4 Cheese

a. Types of cheese

- i. Cheddar-Yellow, circular, cylindrical loaf, slices, cubes, shredded or grated.
- ii. Gouda-Yellow, ball shaped with flattened top and bottom.
- iii. Mozzarella-mild white Italian cheese

b. Physical and chemical requirement

- i. have the characteristic flavour and body of cheese of the designated concern.
- ii. have clean and fresh appearance.
- iii. no cracks or surface mould
- iv. be free of any substance that does not naturally form part of milk.



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- c. Packaging and labelling
- i. be vacuum sealed.
 - i. packaging should be sealed properly without any openings or tears.
 - ii. not impart any flavours and odours to the product
 - iii. label to reflect the name and address of the manufacturer, name of the product, class designation, weight, nutritional information and best before or use by or sell by date and the batch code.

5.9.5 Cheese Spreads

- a. Cheese of the types known as process cheese and cheese spread shall:
- i. be manufactured by the grinding, mixing, melting, and emulsifying, with the aid of heat and an emulsifying agent, of a type of cheese specified in Table 5.
 - ii. during the manufacture, thereof be heat treated for 30 seconds at a temperature of 70°C, or any other equivalent or greater time/temperature combination.
 - iii. have a clean characteristics flavour, texture and taste of the specific product concerned.
 - iv. *Cheese may contain rennet, colourant, calcium chloride, sodium chloride, saltpetre and the desired lactic acid forming and flavour producing bacteria or mould that must be present in cheese with a specific designation; and other foodstuffs and food additives to the extent permissible under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- b. Packaging and labelling
- i. should be suitable for this purpose.
 - ii. shall protect the contents thereof from contamination; and will not impart any undesirable flavour to the contents thereof.
 - iii. be so strong that it will not tear or break during normal storage, handling, and transport practices.
 - iv. be unbroken.
 - v. label to reflect the name and address of the manufacturer, name of the product, weight, nutritional information and best before or use by or sell by date.

TABLE 5: CLASSES AND STANDARDS FOR CHEESE AND CHEESE SPREAD

Type of cheese	Class designation	Alternative class designation	Fat in dry matter content Minimum (%) (m/m)	Fat in dry matter content Maximum (%) (m/m)	Minimum dry matter content (%) (m/m)
Hard cheese	Full-fat cheese	Cheddar	48	60	62
Semi-hard cheese	Full-fat cheese	Mozzarella	45	60	54
		Gouda or	48	60	57
		sweetmilk Baby	48	60	55
		gouda Mature	48	60	58
		gouda			



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Process cheese	Full-fat process cheese	Process cheese, Full-cream process cheese	40	59	40
	Medium-fat process cheese	Not specified	25	39	30
Cheese spread	Full-fat cheese spread	Full cream cheese spread	40	59	41
	Medium-fat cheese spread	Not specified	25	39	31

5.9.6 Buttermilk

a. Physical and chemical requirement

- i. have a clean and characteristic flavour.
- ii. be free of any substance that does not naturally form part of milk.
- iii. comply with the applicable standards as specified in Table 6.
- iv. the case of the class known as buttermilk, be obtained by the butter making process, and may be soured by inoculation with a butter culture.
- v. in the case of the class known as cultured buttermilk, be obtained from pasteurised milk soured by inoculation with a butter culture.

b. Packaging and labelling:

- i. should be packaged in cartons or plastic bottle.
- ii. should be free from any leakage.
- iii. should protect the contents thereof from contamination.
- iv. label to reflect the name and address of the manufacturer, product name, class designation, production date as well as the best before date should be visible on the packaging.

TABLE 6: CLASSES AND STANDARDS FOR BUTTERMILK

Type of primary dairy product	Class designation	Alternative class designation	Milk fat content (%) (m/m)	Minimum solids not-fat content calculated on the total content (%) (m/m)
Buttermilk	Low fat buttermilk	Not specified	Not more than 0.5-1.5	6,0
	Fat free buttermilk	Skimmed buttermilk	Not more than 0.5	



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5.9.7 Yoghurt

5.9.7.1 Physical and chemical requirement:

- i. have a clean and characteristic flavour.
- ii. may be plain or have different flavours.
- iii. there should be no sign of separation of the yoghurt.
- iv. be free of any substance that does not naturally form part of milk or the foodstuff that has been added thereto.
- v. comply with the applicable standards as specified in Table 7 opposite the class concerned.

5.9.7.2 Drinking Yoghurt

a. Physical and chemical requirement:

- i. have a clean characteristics flavour, texture and taste of the specific product concerned.
- ii. be free of any substance that does not naturally form part of milk.
- iii. comply with the requirements as per Table 7.
- iv. may contain other foodstuffs and food additives to the extent permissible in the regulations published under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972).

b. Packaging and labelling:

a. Container requirement

- i. be intact, clean, suitable, and strong enough for packing and normal handling of the product.
- ii. not impart any undesirable taste or flavour to the contents thereof
- iii. be closed properly in a manner permitted by nature.
- iv. label to reflect the name and address of the manufacturer, name of the product, weight, nutritional information and best before or use by or sell by date.



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Table 7: CLASSES AND STANDARDS FOR YOGHURT AND DRINKING YOGHURT

Type of primary dairy product	Class designation	Alternative class designation	Milk fat content (%) (m/m)	Minimum solids not-fat content calculated on the total content (%) (m/m)	Minimum solids not-fat content calculated on a fat-free basis (%) (m/m)	Minimum milk protein calculated on a fat-free basis (0%) (m/m)
Yoghurt	Full-fat yoghurt	Yoghurt; Full cream milk yoghurt; Full milk yoghurt; Full cream yoghurt	At least 3,0	8,3	8,6	3,0
	Low-fat yoghurt	Not specified	At least 1,5 but not more than 2,5	8,4	8,6	3,0
Drinking yoghurt	Low fat drinking yoghurt	Not specified	More than 0.5-2.0	8.4	8.6	2.5

5.9.7.3 Fruit yoghurt and yoghurt with added foodstuffs other than fruit

- i. shall be manufactured mainly from the primary dairy products known as milk and reconstituted milk.
- ii. be fermented with a yoghurt culture.
- iii. may after fermentation be submitted to heat treatment.
- iv. comply with the applicable standards as specified in Table 8 opposite the class concerned.
- v. a composite dairy product of the type known as fruit yoghurt shall have a fruit content of at least 6 per cent but not more than 25 per cent.
- vi. a composite dairy product may contain other foodstuffs and food additives to the extent permissible under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- vii. The total dry matter content of a composite dairy product of the type known as yoghurt with added foodstuffs other than fruit, and which has been sweetened with a non-nutritive sweetener, shall, in the case of
- viii. full-fat yoghurt with added foodstuffs be at least 14,5 per cent (m/m)
- ix. low-fat yoghurt with added foodstuffs be at least 14,0 per cent (m/m)



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a. Packaging and labelling:

Container requirement

- i. be intact, clean, suitable, and strong enough for packing and normal handling of the product.
- ii. not impart any undesirable taste or flavour to the contents thereof
- iii. be closed properly in a manner permitted by nature.
- iv. label to reflect the name and address of the manufacturer, the name of the product, weight, nutritional information and best before or use by or sell by date.

Table 8: CLASSES AND STANDARDS FOR FRUIT YOGHURT

Type of composite dairy product	Class designation	Alternate class designation	Milk fat content (%) (m/m)	Minimum milk solids content (%) (m/m)
Fruit yoghurt	Full-fat fruit yoghurt	Full-milk fruit yoghurt; Full-cream milk fruit yoghurt;	At least 2,5	Not specified
	Low-fat fruit yoghurt	Not specified	At least 1,0 but less than 2,5	Not specified
Yoghurt with added foodstuffs other than fruit	Full-fat yoghurt with (name of added foodstuff)	Full-cream yoghurt with (name of added foodstuff)	At least 2,5	Not specified
	Low-fat yoghurt with (name of added foodstuff)	Not specified	At least 1,0 but less than 2,5	Not specified

5.9.8 Ice-Cream

a. Physical and chemical requirements:

1) Original

- i. Mean aerated and frozen Ice-cream Mix
- ii. Shall not have an overrun of more than 130%: Provided that a maximum deviation of 3% is permissible; and inclusions shall not be taken into account when determining the overrun.
- iii. comply with the requirements on Table 9.

2) Flavoured Ice- cream:

- i. means a frozen product consisting of mainly water and sugars.
- ii. shall contain no added butter fat or milk solids non-fat.
- iii. shall contain less than 6% (m/m) fruit or only flavourings and colourants.
- iv. may contain other foodstuffs and food additives.



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3) Diabetic Ice-Cream

- i. be sugar free.
- ii. have a clean characteristics flavour, texture and taste of the specific product concerned.
- iii. low in carbohydrates
- iv. should have no artificial sweeteners.

b. Packaging and labelling:

1) Container requirement

- i. be intact, clean, suitable, and strong enough for packing and normal handling of the product.
- ii. not impart any undesirable taste or flavour to the contents thereof
- iii. be closed properly in a manner it will protect the content from any contamination.
- iv. label to reflect the name and address of the manufacturer, name of the product, weight, class designation, nutritional information and best before or use by or sell by date.

Table 9: CLASSES OF AND STANDARDS FOR ICE-CREAM

Class	Class Designation	Alternative Class Designation	Fat Content* (m/m)	Minimum Total Solids (m/m)
1	2	3	4	5
Dairy Ice-cream	Dairy Ice-cream	-	at least 7%	33%
Ice-cream	Ice-cream	-	at least 7%	33%

5.9.9 Cultured Milk (sour milk, maas, amazi or amasi)

a. Physical and chemical requirements:

- i. have a clean and characteristic flavour.
- ii. be free of any substance that does not naturally form part of milk.
- iii. creamy and consistent
- iv. cultured milk shall be obtained from pasteurised milk that has been inoculated with a culture to produce a specific microbiological flora under controlled conditions.
- v. comply with the requirements on Table 10.
- vi. The word “maas” in the alternate class designation may be substituted by the word “amazi” or “amasi” and does not indicate a specific dairy or food brand.



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b. Packaging and labelling:

- i. be intact, clean, suitable, and strong enough for packing and normal handling of the product.
- ii. not impart any undesirable taste or flavour to the contents thereof
- iii. be closed properly in a manner that it will protect the contents from contamination.
- iv. Label to reflect the name and address of the manufacturer, name of the product, weight, nutritional information and best before or use by or sell by date.

TABLE 10: CLASSES OF AND STANDARDS FOR CULTURED MILK

Type of primary dairy product	Class designation	Alternative class designation	Milk fat content (%) (m/m)	Minimum solids not fat content calculated on the total content (m/m)	Minimum solids not fat content calculated on a fat free basis (%) (m/m)
Cultured milk	Cultured full-fat milk	Sour milk: amasi: cultured full milk: full cream milk	At least 3,3	8,3	8,6
Cultured low-fat milk	Low-fat sour milk: low-fat amasi	At least 1,5 but not more than 2,5	8,4	8,6	

5.9.10 Cream

a. Physical and chemical requirements:

- i. have a clean characteristics flavour, texture and taste of product concerned.
- ii. free from any substance that does not naturally form part of milk.
- iii. Comply with the requirements as per Table 11.

b. Packaging and labelling:

- i. be made from a material that is suitable for this purpose.
- ii. will protect the contents thereof from contamination.
- iii. will not impart any undesirable flavour or taste to the contents thereof.
- iv. be so strong that it will not be damaged or deformed during normal storage, handling, and transport practices.
- v. be closed properly in a manner that it will be free from any leakage.



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TABLE 11 CLASSES AND STANDARDS FOR CREAM

Type of dairy product	Class designation	Alternate class designation	Milk fat content (%) (m/m)
1	2	3	4
Cream	Whipping cream	Cream; Thick cream	30 – 45
	Whipped cream	Not specified	25 – less than 30
	Dessert cream	Cooking cream	20 – less than 25
	Medium fat cream	Thin cream; Pouring cream; Coffee cream	10 – less than 20

5.9.11. Maize Drink (Mageu)

- a. Physical and chemical requirements:
 - i. Smooth and creamy texture
 - ii. Have a clean and characteristic flavour and free from objectionable flavour.
- b. Packaging and labelling:
 - i. be packaged in a cartoon or sachet.
 - ii. strong enough to safeguard the product during transportation.
 - iii. no leakages
 - iv. protect the product from deterioration!
 - v. label to reflect the name and address of the manufacturer, name of the product, weight, nutritional information and best before or use by or sell by date.

5.10 General requirements

- a. **Packaging material shall be:**
 - i. Suitable for the purpose
 - ii. Unbroken, free from any leakage
 - iii. Protect the contents from contamination and not impart any undesirable flavours to the contents.
 - iv. Strong enough for the packing, handling, and transportation
 - v. Food safety compliant
- b. **Labelling of Packaging material shall be:**

Clearly visible, easily legible, and indelible and the labels of foodstuffs shall be applied in such a manner that they are not separated from the container.



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c. The packaging should reflect the:

- i. Company name and details
- ii. product name
- iii. weight
- iv. production date
- v. sell-by date.
- vi. use-by date, expiry date
- vii. Nutritional information and any information required by the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- viii. nett mass or volume of the dairy products as per the requirements of the Legal Metrology Act, No. 9 of 2014
- ix. traceability of product and shall be clearly identified in all instances. The batch number shall be clearly marked in such a way that the specific batch is clearly traceable.
- x. information on a package, whether in symbols or words, must be neither false nor misleading to the consumer.

d. Transportation requirements:

- i. All products shall be transported in covered, insulated, and refrigerated vehicles constructed and equipped to protect the product adequately.
- ii. Adequate precautions shall be taken to prevent the product from becoming physically damaged as a result of pressure or movement during transportation.
- iii. Products shall not be transported with other products that can contaminate or impair the products.
- iv. All vehicles used for product transportation shall be clean and always disinfected appropriately.
- v. The product shall be transported at a temperature of 2-5°C and be delivered at a temperature not exceeding 5°C (degree Celsius).
- vi. Temperature control logbooks shall be maintained and available for inspection during the delivery process.
- vii. All products shall be delivered between 07h00 and 15h00 on the date and place specified by the end-user on the purchase order.
- viii. Delivery personnel are expected to be in clean and hygienic conditions during delivery.

e. Shelf life:

- i. Upon delivery, products must have a shelf life as indicated in the product list.
- ii. Service Providers may make written applications, subject to approval by the end-user, to deliver products with a shorter shelf life (less than 75% of shelf life left), provided such applications are accompanied by an undertaking that such short-dated stock will be unconditionally replaced before or after expiry.



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5.11. Schedule Constraints

- a. Delivery shall be mutually agreed upon between service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the service provider to prevent unnecessary delays or non-deliveries.
- b. All schedules provided are to be strictly adhered to as this is part of the nutritional planning and in most cases would not have alternative replacements for the items requested. All anticipated deviations from the delivery schedule must be communicated to the End User in advance.

6. EVALUATION METHODOLOGY

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

- Stage 1A: Mandatory Administrative compliance
- Stage 1B: Functionality Evaluation
- Stage 1C: Distributors Site visit - Office Evaluation
- Stage 1D: Site visit Evaluation - Source of Supply or manufacturer
- Stage 2: Price and Specific goals evaluation

The bids will be evaluated according to the 90/10 preference point system, which is applicable to bids with a Rand value above R50 million (all applicable taxes included), shall be applied, were a maximum of 90 points will be allocated for price and maximum of 10 for Specific Goals as per Preferential Procurement Regulations 2022

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. This phase is not scored and any bidder who fails to comply with any of the said mandatory criteria will be disqualified. All standard bidding documents must be fully completed and signed.

1. SBD 01: Invitation to Bid
2. SBD 04: Bidders Disclosure
3. SBD 3.2 Price Schedule - Goods Non-Firm Prices
4. **Certificate of Acceptability (R638)**

A certified copy of the Certificate of Acceptability (R638) must be submitted from the organization that will be manufacturing and/or storing / distributing the product.



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5. Valid Letter of Commitment:

Bidders who are sourcing products from another company, should submit a valid letter of commitment from the Principal Company formalising the Agreement between the two companies regarding the supply and delivery of the products. (Letter must be signed by both parties).

OR

If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced and distributed from own facility should be attached. (Letter must be signed)

6. Quality Standard Certification as Listed Below.

- a. ISO 9001:2015 / SANS 9001:2015 “Requirement for Quality Management Systems” **OR**
- b. SANS 10330:2020 “Requirements for Hazard Analysis and Critical Control Point (HACCP) System” **OR**
- c. Food Safety System Certification FSSC 22000 v5.1 **OR**
- d. ISO 22000:2018 “Food Safety Management Systems – Requirements for any organisation in the food chain”

7. District Selection

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

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	EKURHULENI	JOHANNESBURG	TSHWANE	SEDIBENG	WEST RAND
Primary District					
Secondary District					

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



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STAGE 1B: FUNCTIONALITY EVALUATION

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 12 below.

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

The minimum threshold score is 50 points out of 71 points for functionality. Bids will be declared non-responsive and will be disqualified if such a bid does not meet the threshold of 50 points.

Table 12: Functionality Evaluation

Criteria	Allocated Points	Points
<p>1. References</p> <p>(Reference letters must be on a letterhead of the client indicating physical address, contactable person name, telephone number, e-mail address, start date and completion date of the work done).</p> <p>(The reference letters of work done must not be older than than six (6) months)</p>	<p>The bidder must provide copies of signed reference letters and their purchase orders where supply and delivery of perishable food products has been completed.</p> <ol style="list-style-type: none"> 1) Successfully completed 5 projects and reference letters accompanied with copies of purchase orders attached. = 10 points 2) Successfully completed 4 projects and reference letters accompanied with copies of purchase orders attached. = 8 points 3) Successfully completed 3 projects and reference letters accompanied with copies of purchase orders attached. = 6 points 4) Successfully completed 2 projects and reference letters accompanied with copies of purchase orders attached. = 4 points 5) Successfully completed 1 project and reference letter accompanied with a copy of purchase order. = 2 points 6) No proof provided = 0 points 	10



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<p>2. Company Experience</p> <p>The bidder must provide a company profile and registration certificate, clearly demonstrating relevant experience.</p>	<ol style="list-style-type: none"> 1) More than 4 and more years of experience = 20 points 2) More than 3 years but less than 4 years of experience = 15 points 3) More than 2 years but less than 3 years of experience = 10 points 4) More than 1 year but less than 2 years of experience = 5 points 5) Less than 1 year of experience = 1 point 6) 0 year of experience = 0 points 	20
<p>3. Training of staff</p> <p>Bidder to provide documented proof of staff training development program to ensure competence and required expertise on the following elements:</p> <ol style="list-style-type: none"> 1. Food handling practices 2. Good personal hygiene practices 3. Customer service 	<ol style="list-style-type: none"> 1) Proof of staff training development program plan on all 3 elements = 30 points 2) Proof of staff training without development program plan on all 3 elements = 15 points 3) Proof of staff training and development program plan on 2 of the elements = 20 points 4) Proof of staff training without development program plan on 2 of the elements = 15 points 5) Proof of staff training and development program plan on 1 of the elements = 10 points 6) Proof of staff training on 1 of the elements without development program plan = 5 points 7) No proof of staff training, and development program provided = 0 point 	30
<p>4. Transport</p> <p>The Service Provider must demonstrate their availability transport necessary for the delivery of perishable products:</p>	<p>Documented proof of transport ownership or lease agreement and roadworthy certificate.</p> <ol style="list-style-type: none"> 1) Documented proof of transport ownership and roadworthy certificate of the vehicle = 4 points <p style="text-align: center;">Or</p> <ol style="list-style-type: none"> 2) Documented proof of valid lease agreement and roadworthy certificate of the vehicle = 2 points 3) No proof transport ownership or lease agreement and roadworthy certificate = 0 point <p>NOTE: The transport must be enclosed, insulated and have temperature-controlled refrigeration.</p>	4



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<p>5.Human Resource</p> <p>Proof of availability of staff:</p> <p>Each driver must submit valid copy of driver's license with Public Driver's Permit (PDP)</p>	<p>Proof of availability of staff (a total crew of (3) personnel, consisting of one (1) driver and two (2) assistant drivers for delivery purpose).</p> <p>1) Availability of one (1) driver with documented proof of valid copy of driver's license with Public Driver's Permit (PDP) = 2 points</p> <p>2) Availability of two (2) assistant drivers with documented proof of valid copies of drivers license with Public Driver's Permit (PDP) = 4 points</p> <p style="text-align: center;">Or</p> <p>3) Intention to hire the staff as per above = 1 point</p>	<p>7</p>
Total Points		71
Minimum Threshold		50

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

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

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Office Evaluation, based on the criteria, as per Table 13.

The **minimum threshold score of 31 points out of 46 points** for site –office evaluation. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.



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Table 13: Site Visit Evaluation: Bidder's Office

GH5 ; 9. %7 Distributor' s Site visit -office evaluation			
Criteria	Description	Values/scoring	Weights
Human resource management	Proof of staff compliment	1) No information on staff provided = 0 point 2) No staff, but have a database of people ready for employment from recruitment agency suitable for this project with job description = 4 points OR 3) Have staff and signed contract/s of employment by employer and employees = 6 points	6
	Proof of staff that successfully completed training related to food handling and supplies	1) No evidence of training records = 0 points 2) No available trained staff but they have a plan on how they intend to induct/train new staff = 1 points OR 3) Certificates of attendance, attendance register or training manual for internal training on either of (customer care, food handling, identification and traceability, hygiene (personal and premises) and safety and ordering process) points = 5 and 4) Bidder to provide a detailed developmental plan on the relevant topics above = 3 points	8



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<p>Identification and traceability</p>	<p>Proof of products must be traceable and identifiable back to the distributor.</p>	<p>Bidder should clearly demonstrate how product will be identified and traced:</p> <ol style="list-style-type: none"> 1) No traceability and identification policy in place = 0 points 2) Explanation of how product will be identified and traced = 3 points 3) Identification and traceability policy = 3 points 4) Invoice must have (Purchase order number, product description, quantity, delivery date and batch number) = 2 points 5) The invoice from bidder and distributor (batch number, order number, product description, quantity) = 2 points 	<p>10</p>
<p>Customer service</p>	<p>Effective means of communicating with the end user (order handling, amendments, or any enquiries)</p>	<p>Effective means of communicating with the end user (order handling, amendments, or any enquiries)</p> <ol style="list-style-type: none"> 1) No means of communication = 0 points 2) Telephone, cellular phone, facsimile/fax to e-mail or e-mail without a dedicated person = 5 points OR 3) Telephone, cellular phone, facsimile/fax to e-mail and e-mail available with a dedicated person = 6 points 	<p>6</p>
	<p>Proof to ensure customer satisfaction or that customer requirements are met.</p>	<ol style="list-style-type: none"> 1) No customer feedback system in place = 0 points 2) Drafted customer survey questionnaire that would be implemented = 2 points 3) Monthly Meetings schedule and minutes to obtain customer feedback = 3 points 4) Completed customer survey questionnaire = 3 points 	<p>8</p>



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	Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventive action procedure	<ol style="list-style-type: none"> 1) No documents for customer complaint handling in place = 0 points 2) Customer complaints procedures that do not include propose steps needed to solve the problem, and record of investigation = 6 points OR 3) Documented proof on handling customer complaints addressing the following: <ul style="list-style-type: none"> • complaints received & acknowledged within 24 hours, • propose steps needed to solve the problem, • identify the root cause analysis and records of investigation done, • keep customer informed of the progress, and make resolution = 8 points 	8
Total points			46
Minimum Threshold			31

Note: any supplier scoring less than 31 points during this stage of evaluation shall not be considered for the next stage of the evaluation process:

STAGE 1D: Site Visit Evaluation- Source of Supply or Manufacture

Only bidders who have complied with Stage 1C: Site Visit -office Evaluation will be considered for the Site Visit Evaluation- Source of Supply or Manufacture.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation Source of Supply or Manufacture, based on the criteria, as per Table 14 Below.



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Table 14. Site Visit Evaluation: Source of Supply or Manufacture

Stage 1D: Site visit Evaluation - Source of Supply or Manufacture			
Criteria	Description	Values/scoring	Weights
Human resource management	Staff should be competent to do the work based on education and training.	1) No documented records of training in place = 0 point 2) Standard operating procedure (SOP indicating training relevant to this project) = 1 point 3) Yearly training schedule/plan = 1 point 4) Completed attendance registers with dates names and signatures = 1 point 5) Certificates or assessment records = 1 point	4
Regulatory Compliance	Prospective bidders are required to demonstrate health and safety compliance	Bidders must provide proof of Valid documents as listed below: 1) No documented evidence of compliance (COIDA & OHS compliance) = 0 point 2) Availability of COIDA = 2 points 3) Availability of OHS compliance = 2 points	4
Personal hygiene	Organization should have a documented personal hygiene policy	1) No personal hygiene policy in place = 0 point 2) Personal hygiene policy in place signed by all employees = 3 points	3
Purchasing process	Purchasing process (to ensure products comply to food safety management)	1) No procedures = 0 point 2) Selection criteria (supplier questionnaire) = 2 points 3) Approved supplier list = 3 points 4) Supplier evaluation forms = 2 points	7
Food handling practices observed	Hygiene and food handling practices maintained / personal appearance.	1) Unacceptable food handling practices & personal appearance = 0 point 2) Observed adherence to personal hygiene policy = 1 point 3) Daily recorded checklist must be in place = 1 point Personal appearance: 1) Personnel protective clothing worn by	3



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		all staff working in the process, clean and in condition: gloves, disposable caps, sleeve protectors, freezer jackets, aprons, and footwear. = 1 point	
Transportation, receiving and dispatch	Transportation inspection records for cleanliness before stock loading.	1) No documented records for inspection of transportation = 0 point 2) Transportation is inspected for cleanliness before stock loading and temperature is monitored and both registers are available for proof.) = 2 points	2
	Receiving and dispatch of products process	Receiving: (2 points) 1) No records for receiving & dispatch of products: (no link of process and documentation from order, loading to dispatch) = 0 point 2) SOP for receiving in place including records (vehicle inspection-temperature & cleanliness, check products (packaging for any damages, temperature & expiry dates) against the received-purchase order documents and signed for acceptance of the stock = 2 points Dispatch: (2 points) SOP for dispatch in place (order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed, and stock is loaded and dispatched) = 2 points	4
Housekeeping	Organization should have a pest control programme in place.	1) No programme in place = 0 point 2) Standard operating procedure = 1 points 3) Registered pest control contractor & COIDA certificate (hard copy file), = 1 point 4) Valid certificates of pest controllers	3



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		registered from GDARD method of application & frequency, pesticides used should be approved & MSDS map of baiting station, monthly service records, corrective action where necessary and no evidence of pests = 1 point	
	Distributor should have cleaning & sanitation programme in place.	1) No programme in place = 0 point 2) Standard operating procedure (SOP) = 1 point 3) Method of cleaning & cleaning frequency, equipment used, chemicals used, material safety data sheets should be approved and daily/ weekly cleaning checklist = 1 point	2
	Factory (overall cleanliness) should be up to standard and acceptable.	1) Factory is kept in an untidy and unacceptable condition = 0 point OR 2) Factory is kept in a semi tidy condition (not clean, neat, or tidy and/or no clear segregation of rejected products = 0 point 3) Factory and all the surrounding areas are kept clean, neat, and tidy clear definition and clear separation of rejected products = 4 points	4
Cold storage conditions	Cold storage	1) No records in place (0 point) 2) Daily records of control of temperature = 2 points 3) All products stored are on crates & labelled and dated. = 2 points	4
Packaging and labelling	All products should be packaged & labelled as per standards, food, cosmetics, and disinfectants act, 1972 (act 54 of 1972)	1) No packaging and labelling policy in place = 0 point 2) Packaging and labelling policy in place = 1 point 3) Description of the product, name of the producer, special storage conditions, production date, best before date or use by date or sell by date, weight and batch identification (label must not be removable) = 1 point	2
Total points			42
Threshold points			31



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It is the duty of the bidder to ensure that the bidder's supplier is notified of the site visit and document are made available for GDoH officials to review and evaluate on site.

Note: any supplier scoring less than 31 points during this stage of evaluation shall not be considered for the next stage of the evaluation process

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

STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders who have complied with all the previous stages (Stage 1A, 1B, 1C and 1D) of evaluation will be considered for the Price and Specific Goals evaluation. Pricing must be in line with the district selected. (Primary and Secondary)

The 90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022 and the Gauteng Department of Health Preferential Procurement Policy of 2022.

Bidders are referred to the SBD 3.2 and Annexure B for pricing schedule and the SBD 6.1 for the Preference Point claim.

The maximum points for this tender are allocated as follows:

Table 15

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific goals	100

Table 16. The maximum points for this tender are allocated as follows:

Price and Specific Goal requirements	Points	Documentary Proof
POINTS FOR PRICE	90	SBD 3.1, SB2 3.2 (Pricing Schedule)
RDP GOALS		
The Promotion of SMME's	5	The Bidder must submit valid copy of a sworn Affidavit confirming Annual Turnover that the bidder is an SMME and level of black ownership in case of an EME and QSE and a valid copy of CIPS:



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		NB: Certified Copies must be valid for six months in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.
The promotion of enterprises located in a specific municipal area within the Gauteng Province for work to be done or service to be rendered in the municipal area within the Gauteng Province.	5	<p>Bidder must submit municipal account registered in the name of the tenderer.</p> <ol style="list-style-type: none"> 1) A valid lease agreement; or 2) Affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost. <ol style="list-style-type: none"> i) Where the tenderer is the owner of the property of the business. ii) Where the tenderer is not the owner of the property of the business. <p>N.B. The Bidders must provide proof of their Locality within the boundaries of Gauteng municipality as follow:</p> <ol style="list-style-type: none"> a) Johannesburg b) Tshwane c) Ekurhuleni d) Sedibeng e) West Rand
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	

Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on Table 16, will forfeit preference points for specific goals.

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



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7. SPECIAL CONDITIONS OF THE CONTRACT

7.1 Copyright

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

7.2 Indemnity

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

7.3 Content

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

7.4 Transfer

The preferred bidder/contractor shall render the supply and delivery of Dairy Products and Maize Drinks himself/herself and use of subcontractors will not be allowed without prior written permission.

7.5 Use of fluid correcting substances

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

7.6 Payment Terms

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

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7.6.2 The GDoH shall pay the Service Provider as per purchase order and prices bided upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider.

7.6.3 The GDoH shall pay the amount reflected on a Tax Invoice once the GDoH facilities Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the GDoH.

7.7 Price Restructuring

The Service Provider shall be subject to a price review in the second year of the contract.

7.8 Travel

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

8. LINES OF COMMUNICATION AND REPORTING

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

8.1 Ordering

The successful bidder will be issued an official purchase order (PO) from GDoH care facilities as confirmation of the award and their notice to proceed with supply and delivery.

Ongoing official orders will be raised on an “as required” basis via email one (1) to two (2) days prior to the required delivery date by the kitchen supervisor, a supply chain official order for the duration of the agreement or as agreed with the successful service provider.

8.2 Urgent Orders

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

9. THE CONDITIONS BID AWARD

a. The Gauteng Department of Health reserves the right to award or not to award the tender.



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- b. Items will be awarded to the bidder whose bid scored the highest combined price and specific goals out of 100.
 - c. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
 - d. The Gauteng Department of Health will be awarding this tender per item per District in support of the TER procurement strategy to advance township economy.
 - e. Bidders are required to register with National Treasury Central Supplier Database before tendering.
 - f. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
 - g. The Gauteng Department of Health reserves the right to award this tender in full or part of it for the same item.
 - h. The successful bidder must be tax compliant at the awarding of the bid.
 - i. Bidders who are sourcing products from another company, must submit a valid letter of commitment from one or more principal companies formalising the agreement between the two companies (Letter must be signed by both parties).
 - j. Bidders who are sourcing refrigerated transport from another company, a letter of commitment from the Principal Company formalising the transportation agreement should be included in the letter of commitment. (Letter must be signed by both parties).
- OR
- k. Bidders that have their own refrigerated transport: Registration documents of vehicle ownership should be attached (Registration documents of ownership indicating that the vehicle is registered in the name of the company, or the director/s of the company must be attached.)

Note: (Documents must indicate that the transportation is refrigerated)

9.1 Deliveries

- 9.1.1 The Gauteng Department of Health will not be responsible of any damages of any item on transit and during delivery.
- 9.1.2 Site location for delivery of goods and delivery schedules will be indicated on the official purchase order.
- 9.1.3 Delivery schedules will be altered to meet holiday schedules. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by GDoH care facilities and the successful bidder.
- 9.1.4 If deliveries are made in boxes, cases, crates or on racks, proper sanitation of these items is the responsibility of successful bidder.
- 9.1.5 The successful bidder shall bear the full burden of ownership until the produce is accepted at the destination. Any shortages, damages, losses, or otherwise undelivered produce shall remain the successful bidder's responsibility.



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9.1.6 Delivered products will be invoiced according to agreed costing.

9.1.7 Original tax invoices indicating PO number, product items supplied, units of measure, quantity supplied, price per unit and total cost inclusive of vat must be supplied per PO for each delivery.

9.2 Delivery Period

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

Or

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.

9.3 Fronting

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



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

9.4 Counter conditions

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

9.5 Validity Period

The validity period for the tender after the closing date is 90 (Ninety) days.

9.6 Contract period

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

9.7 Mergers take overs and changes in supplier detail.

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

10. THIRD PARTIES

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



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11. POST AWARD REPORTING

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

12. PRICE SCHEDULE

The bidders must complete the Price Schedule as follows:

- a. The bidders must complete the Price Schedule as follows:
- b. Completed Price Schedule document, referred to as the tender pack as well as an electronic copy in word format (PDF), captured and saved on a memory stick.
 - 1) SBD 3.2: Pricing Schedule – Non-Firm Prices (Purchases)
 - 2) Annexure A: Price Schedule
- c. Hard Copy Format:

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

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



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13. ENQUIRIES

All technical queries must be emailed to:
tshifhiwa.mashamba@gauteng.gov.za

All supply chain queries must be emailed to:
sheriff.lecholo@gauteng.gov.za

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

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
-------	--



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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22. Penalties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 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)