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

Notes:


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

The Tendering System

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

Training sessions


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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders


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

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

The bid must be deposited or posted;

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bidder's Disclosure	Page 1 of 3

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

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

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

Full Name	Identity Number	Name of State institution

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

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	<h2>Bidder's Disclosure</h2>	<h2>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?

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)

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

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

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

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

Signature		Date	
Position		Name of Bidder	



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

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

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

- Stage One-

- Stage Two-

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	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TERMS OF REFERENCE

FOR

SUPPLY AND DELIVERY OF STUD BONSMARA CATTLE FOR A PERIOD OF 36

MONTHS

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1. BACKGROUND

Livestock Improvement Program is aimed at general improvements of the quality of livestock in the Province, resulting in high market value of stocks. It also wants to enhance the capacity of households and local producers to improve on existing good practices and improve the new practices in managing farming operations. Maternal ability is an important trait in female animals of any breed. Cows must be fertile, and able to support, protect and grow their calves into healthy weaners. Bonsmara cows are renowned for this characteristic and produce superb results in an extensive cattle operation. The ability of Bonsmara cows to breed high-quality replacement heifers from a Bonsmara bull, or any other breed, is one of the reasons the Bonsmara has grown to become the most popular cattle breed in South Africa in the 55 years since the establishment of the breed society back in 1964.

2. PROJECT OBJECTIVES

The main objective of the the project is to re-introduce the Bonsmara Breed into the black farming communities in Gauteng, with the long-term objective of developing an international niche market for producing Bonsmara cattle products, e.g. meat and hide by these communities. This objective includes, but is not limited to:

- provide production inputs to pre-selected poultry farmers in the Gauteng Province
- building a nucleus herd of superior genetic quality with the purpose of transferring these qualities to the provincial herd.
- establish successful Bonsmara stud cattle breeders in Gauteng Province.
- support livestock farmers in establishing a resilient herd for economic and environmental sustainability.
- empower farmers through the deployment of modern technologies which contribute towards better herd health and husbandry management.
- promote the conservation and use of Bonsmara breed (conserve through utilization);
- development of skills and capacities necessary to establish a generation of future black commercial farmers.
- promotion of sustainable and holistic grazing systems in compliance with long-term grazing capacities, to provide for livestock during critical dry periods and periods of drought; and

- affirmative steps to eradicate bovine reproductive diseases within the targeted areas.

3. SCOPE OF WORK

Provision of livestock in this regard include Bonsmara Stud Bulls and Pregnant Bonsmara Stud Heifers. In terms of this project the service provider must complete the deliveries of the animals within four (4) months of receipt of the list of farmers to be supplied. The appointed service provider must supply and deliver production inputs as per the specifications on an “as and when goods are required basis” for a period of 36 months.

The appointed service provider must have capacity/manpower to offload the animals. Acknowledgement of receipt for animals will need to be made by a designated GDARD official at each site in the form of a signed delivery note. Failure to submit signed and acknowledged delivery notes with invoices will result in non-payment.

4. PROJECT SPECIFICATIONS

The service provider will be required to deliver in line with set specifications. Animals must be supplied and delivered as per the agreed project implementation plan.

4.1. BREEDING STOCK FOR CATTLE

Item No	Description	Total Quantity for 3 years	Quantity (Year One)	Quantity (Year Two)	Quantity (Year Three)
1	Pregnant Bonsmara Stud Heifers, aged between 16 – 20 months old.	300	100	100	100
2	Stud Bonsmara Bulls, aged between 26 – 36 months.	15	5	5	5

4.1.1. DELIVERABLE ONE

The service provider must supply and deliver Pregnant Bonsmara Stud Heifers to five (5) pre-selected farmers in each year. The pregnant heifers to be supplied must be accompanied with reproduction records including the following information: reputable pregnancy test results, service date, expected calving date.

Proof of pregnancy records should be presented. The heifers should be between the ages of 16 – 20 months. Each farmer to receive twenty (20) Bonsmara Stud Heifers. All heifers to be supplied must be vaccinated against Brucellosis using either S19 (at 4-8 months of age) or RB51 (at 4-10 months and revaccinated at 12 -16 months of age) or both. Proof of vaccination/vaccination records should be available and presented.

4.1.2. DELIVERABLE TWO

The service provider must supply and deliver Bonsmara Stud Bulls to five (5) pre-selected farmers in each year. The bulls should be between the ages of 24 months – 36 months. Each farmer to receive 1 bull. The bulls to be supplied must have undergone a breeding soundness examination by a registered veterinarian with satisfactory results. The examination must have been done within 18 months of time of delivery. The results must indicate the following:

- Bull ID
- Bull breeding soundness/performance certification
 - Full clinical examination (including examination of male reproductive organs)
 - Scrotal circumference (cm)
 - Bull semen gross morphology (colour and consistency) and pH
 - Bull semen motility (mass, individual and the ratios)
 - Bull spermatozoa (morphology)
 - with negative results for Trichomoniasis and Vibriosis
 - Bulls should be tested and test negative for Brucellosis and TB
- Bull should be certified clinically healthy

5. TIME FRAMES

It will be expected from the service provider to commence with the work within two weeks of appointment. If there is a delay, reasons should be provided and agreed upon by both parties. In terms of this project the service provider must complete the deliveries of the animals within four (4) months of receipt of the list of farmers to be supplied by GDARD. The appointed service provider must supply and deliver the animals as per the specifications on an “as and when goods are required basis” for a period of 36 months. The service provider will be provided with identified areas in which to deliver the animals. It must however be mentioned that for the year two and year three financial years deliveries will be subject to the availability of funds. Upon confirmation of availability of budget - this is when the areas targeted, and quantities will be provided.

6. PROJECT MANAGEMENT ARRANGEMENTS

6.1. General

The service provider will report directly and handover all deliverables to be reviewed and sanctioned to the project leader from GDARD. The service provider is expected to plan and budget for a project management meeting to take place twice a month, to report on progress and to plan for future developments.

6.2. Specific Requirements

- The appointed service provider will have an inception meeting with GDARD upon appointment and before carrying-out resumption of the assigned duties/functions
- The service provider must submit all reports, including minutes of meetings held to the GDARD project leader.
- The service provider will meet with GDARD on a monthly basis.
- The service provider must submit a monthly progress report at the end of the month.
- All reports must be in MS Word format and
- Two hard copies as well as an electronic version of each report, must be submitted to GDARD.

7. SPECIFIC REQUIREMENTS

- The appointed service provider will have an inception meeting with GDARD upon appointment and before resumption of the assigned duties/functions
- The service provider/company must submit all reports, including minutes of meetings held to the project leader.
- Monthly meetings with the appointed service provider.
- Progress report must be submitted monthly.
- All reports must be in MS Word format.
- Two hard copies as well as an electronic version of each report must be submitted to GDARD.

7.1. HEALTH AND VACCINATION REQUIREMENTS

The service provider is required to provide assurance that the stock/animals (in particular cattle) are healthy and necessary processing (conditioning) of such animals has been conducted prior to delivery by the registered veterinarian. All cattle to be supplied must have the following.

- The cattle to be supplied must be registered with the Bonsmara Cattle Breeders' Society;
- All cattle to be supplied must be vaccinated against Anthrax, Botulism, Lumpy Skin, and Quarter evil. Latest vaccinations must have been done within 12 months of bid closure date and the time of delivery;
- All animals should be certified free from Bovine Viral Diarrhoea. (BVD certificate must be attached)
- All cattle to be supplied must have been tested and declared free from Brucellosis and Tuberculosis at bid closure date and time. Only valid declarations issued by the local State Veterinarian will be accepted;
- Cattle to be supplied should not come from Foot and Mouth Disease infected, protected or high surveillance zones.

7.2. TRANSPORTATION OF LIVE ANIMALS

The mode of transport to be used to transport live animals should be in compliance with the “Code of Practice for the Handling and Transport of Livestock”.

8. CONTRACTUAL ARRANGEMENTS

The TOR as well as the project proposal will act as an agreement between the Department and the service provider. However, a legal contractual agreement will be drawn up detailing all contractual obligations and it will be expected of the service provider to sign a contract document with the Department. The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the Directorate’s project leader.

9. FINANCIAL MANAGEMENT

- Once appointed, Purchase Order number will be issued to the service provider, which must be used in all future financial related correspondence.
- Payment will be made after completion, review and approval of each deliverable received from the service provider; the invoice must detail specific activities performed.
- Service provider to register with GPT for electronic invoicing.
- No up-front payments will be made. GDARD will pay for satisfactory completion of work within 30 days of submission of invoice.

10. EVALUATION METHODOLOGY

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act (Act No. 1 of 1999), Preferential Procurement Policy Framework, Act no 5 of 2000, Preferential Procurement Regulations 2017, Supply Chain Management Policy of the Department of Agriculture and Rural Development and applicable Supply Chain Management Treasury Regulations.

The first stage will be the evaluation of bids on administrative compliance which consist of Prequalification criteria, functionality / desk-top evaluation. During this stage, bids that do not meet the minimum requirements and threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e., evaluation on Price and Preference Points (price and BBBEE. It must be noted that the functionality points allocated, will not form part of the total preference points.

The 80/20-point system will apply to this project. 80 points max will apply to Price (Ps) and 20 points max will apply to B-BBEE status. The bid will be evaluated in the two stages stated below:

Stage 1A: Prequalification criteria for a preferential procurement

Stage 1B: Administrative compliance

Stage 1C: Functionality

Stage 2: Price and Preference Points evaluation.

a) Price = 80 Points

b) Preference = 20 Points

10.1. STAGE 1A: PRE – QUALIFICATION CRITERIA FOR A PREFERENTIAL PROCUREMENT

10.1.1. As per PPR 2017, the Department decided to apply pre-qualification criteria, Regulation 4. (1)(c)(ii)(iii) and (v) to advance designated groups. The following criteria will be applied, that only tenderers who meet the following conditions may respond:

(a) A tenderer subcontracting a minimum of 30% to one or more of the categories referred to in paragraphs (i) to (iii).

(i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships; **OR**

(ii) an EME or QSE which is at least 51% owned by black people who are Women living in rural areas or underdeveloped area or townships; **OR**

(iii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships.

(b) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender” as per Regulation 4(2)

10.1.2. COMPULSORY REQUIREMENTS TO BE PROVIDED AS PROOF OF THE ABOVE:

- a) Bidder must submit evidence (i.e. teaming agreement between main contractor and subcontractor) of commitment to sub-contract a minimum of 30% of the value of the contract to certain designated groups as prescribed in the PPPFA guidelines 2017 (as amended).

The Bidder must submit the following documents of the company being sub-contracted:

- b) Submit a valid Sworn Affidavit as proof that the subcontractor/s qualifies as:
 - (i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships;
OR
 - (ii) an EME or QSE which is at least 51% owned by black people who are Women living in rural areas or underdeveloped area or townships; **OR**
 - (iii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships.
- (c) Proof of residence or statement of rates and taxes of the owner(s)/director(s) of the company.
- (d) Copy of letter of Military Veterans confirmation of registration on the National Military Veterans database issued by the Department of Military veterans (DMV) or CSD report indicating MV status.
- (e) The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.

10.2. STAGE 1B ADMINISTRATIVE COMPLIANCE

10.2.1. Mandatory Documents

- a) A completed and signed Invitation to Bid form SBD 1
- b) A completed and signed Bidder's Disclosure form SBD 4
- c) A completed and signed Preference Points Claim Form SBD 6.1
- d) Fully completed Pricing Schedule including applicable taxes. Total Bid Price for the duration of the contract for 36 months. (The pricing schedule is provided in

the Section 2 of the tender document and must fully completed, and the total must agree to the total bid price, as per the RFP06.1/SBD 3.1).

- e) In the case of the Bidder being a Consortium/Joint Venture, the proposal must include the relevant Consortium/Joint Venture Agreement signed by both parties. Such agreement must clearly show the proposed revenue split and the lead partners
- f) Proof of transportation services:
 - a. **Self-owned** - A signed letter by the bidder stating their intension to utilise its own transportation services. The letter must indicate the type (truck) and size (minimum of 4 ton) of transport and must be accompanied by proof of ownership of the vehicle/s in the form of i.e., a certified copy of a valid licence disc or a certified copy of the valid vehicle registration letter/certificate. Such documents should clearly indicate ownership and display the name of the bidder
 - b. **Not self-owned** - A signed Letter of Intent or certified copy of lease agreement for the duration of the contract (36 months) must be submitted if the bidder is outsourcing the transportation services and must indicate the type (truck) and size (minimum of 4 ton) of transport to be outsourced.

N.B Bids that do not comply with the above mandatory returnable document requirements will be disqualified and not be considered for further evaluation.

10.2.2. Other Returnable Documents

Bidders are required to submit the following documents:

- a) A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a Tax Compliance Status Pin for each party.
- b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party.
- c) Company Profile
- d) Company registration (CIPC) document

10.2.3. B-BBEE validation requirements:

- (a) Valid original BBBEE certificate or certified copy of valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- (b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated valid original BBBEE Certificate or certified copy of BBBEE Certificate and scorecard of a joint venture is required. (both the agreement and the consolidated valid original BBBEE Certificate or valid certified copy of BBBEE Certificate must be submitted.
- (c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.
- (d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
- (e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original or the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon. A Bidder must submit their latest Annual Financial Statements signed off by the professional Accountant or Auditor.
- (f) Bidders who do NOT qualify as EME's and QSE's as outlined in (c) and (d) above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- (g) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- (h) Bidders will lose preferential points for failure to submit a valid original or certified copy of their B-BBEE Certificate or Valid Sworn Affidavit. Valid Sworn Affidavits or certified copy of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

i.e.

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and State his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

N.B. Copy of certified copies will not be accepted.

10.3. STAGE 1C: FUNCTIONALITY EVALUATION

Stage 1C will entail the evaluation of bids on functionality – the total functionality points are 100 and the minimum functionality threshold is 70 points. During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for further evaluation i.e. price and preference points. It must be noted that the functionality points allocated, will not form part of the total preference points.

Summary of the functionality evaluation criteria table

10.2.4. SUMMARY OF FUNCTIONALITY TABLE

Description	Points
Project Implementation Plan	20
Project Manager Experience	15
Job creation plan	15
References: Demonstrate experience of service provider with respect to Agriculture projects	40
Resource available to execute this project (Relevant truck for livestock transportation in compliance with the Movement of Animals and Animal Produce Bill of 2012).	10
	100

FUNCTIONALITY EVALUATION CRITERIA

Evaluation Criteria	Sub Criteria	Maximum Number of Points
Project Implementation Plan	<p>Project Implementation Plan should include (1) Activity Plan with Timeframes (2) Management Plan (Organogram with reporting lines for relevant job categories indicating roles and responsibilities). Points will be allocated based on logical, realistic and sound project implementation plan.</p> <ul style="list-style-type: none"> Both activity plan with Timeframes and management plan = 20 points Management plan or activity plan only = 15 points Project implementation plan without aspect mentioned above = 0 points Non – submission of the implementation plan = 0 points <p>Total number of points = 20</p>	20
Project Manager Experience	<p>A Curriculum Vitae (CV) of the Project Manager indicating his or her experience in similar work with contactable references (delivery of cattle and logistics):</p> <p>Project Manager</p> <ul style="list-style-type: none"> More than five (5) years' experience in delivery of cattle – 15 points More than 3 years' experience in delivery of cattle – 10 points 1 to 3 years' experience in delivery of cattle – 5 points Less than one year experience in delivery of cattle – 0 points <p>Total number of points = 15</p>	15
Job creation plan	<p>Provide a plan on how jobs will be created; in an event you are the successful bidder.</p> <ul style="list-style-type: none"> Bidders indicating total of ten (10) or more jobs to be created = 15 points Bidders indicating total of six to nine (6-9) jobs to be created = 10 Bidders indicating total of five (5) jobs to be created = 5 	15

	<ul style="list-style-type: none"> ▪ Bidders indicating less than five (5) jobs to be created = 0 <p>Total number of points = 15</p>	
References: Demonstrate experience of service provider with respect to Agriculture projects	<p>Proof of experience and expertise in the delivery of cattle (Contactable referees):</p> <ul style="list-style-type: none"> • Five (5) successfully completed delivery of cattle with 5 appointment letters or purchase orders or contracts and their 5 related signed completion certificates or reference letters = 40 points • Four (4) successfully completed delivery of cattle with 4 appointment letters or purchase orders or contracts their 4 related signed completion certificates or reference letters = 30 points • Three (3) successfully completed delivery of cattle with 3 appointment letters or purchase orders or contracts and their 3 related signed completion certificates or reference letters = 20 points • Two (2) successfully completed delivery of cattle with 2 appointment letters or purchase orders or contracts and their 2 related signed completion certificates or reference letters = 10 points • One (1) successfully completed delivery of cattle with 1 appointment letter or purchase order or contract and 1 related signed completion certificate or reference letter = 5 points • Zero (0) appointment letter and 0 signed completion certificate or reference letter for the delivery of cattle = 0 point <p>NB: Appointment letters or Purchase Orders or Contracts and completion certificates/ reference letters of the listed projects should be on the company letterheads, signed with <u>contact details</u></p> <p>Total number of points = 40</p>	40

Resource available to execute this project (Relevant truck for livestock transportation in compliance with the Movement of Animals and Animal Produce Bill of 2012).	A letter of intent on the letterhead of the company signed by the owner of the transport must be submitted if the bidder will be outsourcing transport and must indicate the type and size of transport to be outsourced. A vehicle licence document clarifying the ownership of the vehicle must be provided if the bidder will utilize his/her own transport (registration documents or copy of license document) and must indicate the type and size of transport to be outsourced <ul style="list-style-type: none"> • Larger than 4-ton truck = 10 points • 4-ton truck = 3 points • Less than 4-ton truck owned = 2 points • No truck = 0 point 	10
Minimum Threshold: Bidders scoring less than 70 points will be disqualified from the bid process.		100

PHASE 2 OF THE EVALUATION PROCESS: PRICE AND PREFERENCE POINT EVALUATION

Will be scored as follows:

AREAS	POINTS
Price	80
B-BBEE Status Level of Contributor	20

a) Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

b) Points Awarded for B-BBEE Status Level of Contributor

In terms of Regulation 6. (2) of the Preferential Procurement Regulations, 2017 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as amended at the date of tender closure, and available on www.treasury.gov.za

11. SUBMISSION OF PROJECT PROPOSAL

11.1 General

- Bidders must deliver their proposals in one package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows:

Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

11.2 Proposals must be:

- marked with the relevant tender number.
- clearly indexed; and
- delivered sealed.

11.3 The following information must appear on the outside of the sealed proposal:

- Name of Bidder.
- Description of proposal.
- RFP (Tender) Number; and
- Closing date and time.

12. CONSORTIUM/JOINT VENTURE AGREEMENTS

In the case of the Bidder being a Consortium/Joint Venture, the proposal must include the relevant signed Consortium/Joint Venture Agreement. Such agreement must clearly show:

- The proposed revenue split; and
- The lead partner.

13. GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers/service providers 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. The GPT shall assist the successful bidder/s in this regard, if required.

14. AVAILABLE INFORMATION

Other documentation of relevance to this project will be made available to the successful service provider such as the list of farmers to receive the cattle.

15. PROPOSAL PREPARATION INSTRUCTIONS

In responding to the TOR, the Bidder accepts full responsibility to have an understanding of the TOR in its entirety, and in detail, including making any enquiries to the GDARD as necessary to gain such understanding. The GDARD reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, the GDARD reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and /or cancellation shall be at no fault, or liability whatsoever to the GDARD. Questions concerning this TOR must be submitted in writing.

16. NO LIABILITY

The GDARD reserves the right to accept or reject any proposal or stop the procurement process at any time, without assigning any reason or liability. The GDARD shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

17. DURATION OF THE CONTRACT

The contract will be for a period of thirty-six (36) months, subject to budget availability for the last two financial years. The successful bidder will enter into a contract with the department clearly stipulating terms and conditions of the contract for each financial year. The contracted bidder will be legally bound to deliver within the set duration of the project.

18. DEPARTMENTAL CONTACT PERSONS

Supply Chain Management related questions may be directed to:

Contact Person: Mr. Muthundinne Nethomboni

Directorate: Supply Chain Management

Email: muthundinne.nethomboni@gauteng.gov.za

Functionality related questions may be directed to:

Contact Person: Mr Anton Maswikaneng

Email: Anton.Maswikaneng@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

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
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10. Delivery and documents
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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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)