REQUEST FOR PROPOSAL (iThemba LABS – M2017/18:18) For the THE SUPPLY AND DELIVERY OF FRESH PRODUCE (FRUIT AND VEGETABLES) ON AN AS REQUIRED BASIS AT iThemba LABS AT CAPE TOWN FOR A PERIOD OF TWO (2) YEARS.

For

iThemba Laboratory for Accelerator Based Sciences

A National Facility of the National Research Foundation established in terms of the National Research Foundation Act (Act No 23 of 1998) (Hereinafter referred to as "iThemba LABS")

1. INTRODUCTION TO THE NRF

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities. The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. All contracts flowing from bidding only apply to iThemba LABS Cape Town.

2. INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Research radiation biophysics
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research

iThemba LABS Cape Town seeks to appoint a reputable Supplier to supply and deliver fresh produce to the kitchen at iThemba LABS Cape Town as required by National Treasury Regulations (NTRs) and Public Financial Management Act (PFMA) through an open and competitive process so that it can realise the benefits of the strategic sourcing which includes, amongst others:

- Reducing the cost of effort and administration
- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

The parties will agree, provided an agreement can be reached to the mutual satisfaction of each in regard to matters such as the specifications of the works, the price to be paid therefore, the performance required and the delivery date.

3. SITE LOCATION FOR DELIVERY

iThemba LABS
Old Faure Road
Faure, 7131
Western Cape
South Africa

4. PROGRAMME FOR THE SUPPLY AND DELIVERY

The following key dates are applicable to this contract:

- Awarding of proposal: **September 2017**
- Issue an official order: **2 weeks after awarding**
- Delivery of service: **Refer to Clause 4 of the Specifications.**
- Terms of Payment: **30 days from date of acceptance of invoice or statement whichever is agreed upon.**

5. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the NRF to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels. National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za .

SECTION 1: Process Description & Administrative Requirements.

1 Intent of the document

This Request for Proposal is intended to allow the successful Supplier to specify and present their skills, expertise and price for the above mentioned services to iThemba LABS Cape Town. Final acceptance of any proposal is not guaranteed this being the exclusive right of iThemba LABS. The purpose of this RFP is to invite proposals for the **Supply and Delivery of Fresh Produce (Fruit and Vegetables) on an as required basis for a period of two (2) years** with the right to cancellation due to non – performance.

2 Background

iThemba LABS has a dedicated kitchen that caters for meals, snacks and the catering requirements of onsite meetings and several conferences. It is operational 40 hours a week from Monday to Friday. The kitchen staff are dedicated to providing a value-added, world-class service to all its stakeholders.

3 Mandatory Returnable Administrative and Evaluation Document Requirements

Pricing must be filled in on this document and can be supported by a separate proposal.
Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).
Prices supplied should be fully inclusive of all costs; value added tax, delivery charges and other taxes.
Prices must be in South African currency.
Price summary supplied in this document is firm prices.
Proposals not complying with the Technical Specifications will not be considered.
Bidders not submitting mandatory returnable administrative and evaluation documents (Table 1.1) will not be considered for evaluation.

Table 1.1: Returnable Administrative and Evaluation Document Requirements

ADMINISTRATIVE DOCUMENTS (M = Mandatory, O = Optional) Please Tick Applicable		
Certified BBBEE Certificate	**O**	**YES/NO**
Company Profile	**M**	**YES/NO**
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	**M**	**YES/NO**
SBD 4	**M**	**YES/NO**
SBD 6.1	**M**	**YES/NO**
SBD 8	**M**	**YES/NO**
SBD 9	**M**	**YES/NO**
EVALUATION DOCUMENTS (Go/No Go) **Note: Compulsory to submit all returnable documents**		
A Portfolio of Track Record and Previous Experience. The minimum requirement for years of experience is 5 years' in completing 5 Projects of a similar nature.	**M**	**YES/NO**
A Portfolio of CURRENT projects covering a similar scope and works (Restricted to a minimum of 3 projects) – Supply and delivery of fresh produce (fruit & vegetables). The Projects must include the Value and Duration of the contract.	**M**	**YES/NO**
The bidder is required to supply three (3) reference letters per relationship where applicable (i.e. Supply and delivery of fresh produce (fruit & vegetables, as per the format under the Annexure section. The form is for those customers for whom the bidder has completed work within the last twelve months and current work in progress. Page 53 – 54.	**M**	**YES/NO**
List of type vehicle(s) and pictures that will be used for the duration of the contract. The schedule must include Owned and Hired Vehicles.	**M**	**YES/NO**
Proof of address (a utility bill) to demonstrate primary place of business is based within 60km of iThemba LABS Cape Town has been provided.	**M**	**YES/NO**
Schedule of Sub-Contractors. The schedule must include Name, Function and Experience of the sub-contractor. Refer SBD 6.1	**M**	**YES/NO**

3 Proposal Submission

Proposal must reach iThemba LABS before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No:	iThemba LABS – M2017/18:18
Description:	**SUPPLY AND DELIVERY OF FRESH PRODUCE (FRUIT AND VEGETABLES) ON AN AS REQUIRED BASIS FOR A PERIOD OF TWO (2) YEARS.**
Closing Date and Time:	Friday, 04 August 2017 at 11:00 am

4.1 Delivery Instructions for RFP.

4.1.1 **Delivery by Hand:**

If delivered by hand, the envelope is to be deposited in the iThemba LABS Tender Box which is located at the Main Reception Area, Old Faure Road, Faure, Western Cape, 7131

4.1.2 **Despatches by Courier:**

If dispatch by courier, the envelope must be addressed as follows and delivered to the Tender Box. A signature must be obtained from the Security officer at the main gate and the Receptionist in the main reception area.

iThemba LABS Cape Town
Main Reception Area
Tender Box
Old Faure Road
Faure
Western Cape
7131

4.1.3 Please note that this RFP closes punctually at 11:00 am on 04 August 2017. No late bids will be accepted.

4.1.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as “UNRESPONSIVE.” This included bids that are delivered late.

4.1.5 No email or facsimile responses will be considered, unless otherwise stated herein.

4.1.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

4.1.7 iThemba LABS shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.

4.1.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

5 Awarding of Request for Proposal and Appointment of Contractor.

5.1 Awarding of contractor will be published on iThemba LABS tender website. Regret letters will be sent out to unsuccessful bidders.

5.2 iThemba LABS will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to iThemba LABS, taking into consideration the technical (functional) solution, price and B-BBEE.

5.3 Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement iThemba LABS reserves the right to appoint an alternative supplier.

6 Evaluation Process.

6.1 Preference points system:

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. If all bids received are more than R500 000, the proposal will be cancelled and re-issued.

6.2 Pricing Proposal:

6.2.1 Price needs to be provided in South African Rand (incl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

6.2.2 Only firm prices* will be accepted during the bid validity period. Non–firm prices** (including prices subject to rates of exchange variations) will not be considered.

6.3 Validity Period of the Proposal:

Each proposal shall be valid for a minimum period of three (3) months calculated from the closing date.

7 Communication.

7.1 Bidders are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.

7.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.

7.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at scm@tlabs.ac.za on any matter relating to its RFP proposal.

7.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

8 RFP Documentation Availability.

The RFP documents are available from the iThemba LABS website – www.tlabs.ac.za/supply chain/bids.

9 Compulsory Site Meeting

- Attendance of the site meeting is compulsory.
- Bidding documentation will be provided at the site meeting.
- The site meeting will take place on Friday, 28 July 2017 at 10:00 at the iThemba LABS Cape Town.

SECTION 2: GENERAL SPECIFICATION

The successful Supplier is expected to supply and deliver fresh produce such as fresh and pre-cut fruits and vegetables on an "as requested" basis for the on-site kitchen, subject to an agreement being reached on the quality specifications and weekly pricing schedule of the goods listed, with the right to cancellation due to non – performance.

The intent is to allow the supplier to specify and present their skills, expertise and pricing for the listed products to iThemba LABS. Final acceptance of any proposal is not guaranteed this being the exclusive right of iThemba LABS.

DESCRIPTION OF WORKS

2.1 SCOPE OF WORKS

2.1.1 Supply and delivery of fresh and pre-cut fruit and vegetables on an as and when required basis for a period of two (2) years.

2.1.2 All products must be fairly clean and suitable for human consumption.

2.1.3 All products (fruit and vegetable) <u>should be free from</u>:

- Any damage from insects or disease
- Decomposition or decay
- Blemishes and unattractive appearance
- Bruises from sun or heat damages
- Soil and/or sprouts

2.1.4 The Supplier shall be required to deliver a predetermined quality and quantity of the fresh produce as stipulated by an iThemba LABS official order.

2.1.5 Suppliers must adhere to delivery schedule and iThemba LABS conditions.

2.1.6 All goods/ products must be produced according to and fully comply with the South African Legislations (Acts and Laws) and Standards.

2.2 COMPLIANCE WITH LAWS

2.2.1 The successful bidder must, in performance of work under this contract, fully comply with all applicable legislation (Acts and their regulations) and South African National Standards. These include, but are not limited to:

- **Health Act, 1977 (Act 63 of 1977)/ National Health Act 2003 (Act 61 of 2003)**: No person must handle food or permit food to be handled on food premises in respect of which a **valid certificate of acceptability** has not been issued or is not in force (**Regulation 918 of the Health Act (Act 63 of 1977**) by the local authority.

- **Agricultural Product Standards Act, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
- **Government Notice No. R364 of 24 May 2013**: Regulations relating to the grading, packing and marking of fresh vegetables intended for sale in the Republic of South Africa.
- **Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972):** To control sale, manufacture and importation of foodstuffs, cosmetics and disinfectants and to provide for incidental matters.
- **Government Notice No. R198 of 30 July 1999**: Regulation governing general hygiene requirements for food premises and the transport of food.
- **SANS 10049:2012 (SABS049):** Food safety management – Requirements for prerequisite programmes (PRPs).

2.2.2 Legislation put in place by the Directorate of Food control within the National Department of Health can be accessed at: http://www.doh.gov.za/department/foodcontrol/legis.html

2.2.3 Legislation regarding agricultural products as governed by the Department of Agriculture can be accessed at: www.daff.gov.za

2.2.4 South African National Standards can be ordered from: https://www.sabs.co.za

2.3 SPECIFICATION OF GOODS

2.3.1 Quality specifications of the goods will be class 1 as defined by legislation defined in relevant legislations and standards.

2.3.2 Estimated average weekly fruit and vegetable usage:

- Pre-cut vegetables: 60 kg/ week
- Other whole vegetables: 100 kg/ week
- Whole fruits: 50 kg/ week

2.3.3 iThemba LABS recognizes that all of the items listed in pricing schedule will not be available at all times during the year due to seasonal availability and would not expect the successful Supplier to have every seasonal item in stock year round.

2.3.4 iThemba LABS reserves the right to buy seasonal fresh produce.

2.3.5 If you have items in your purchase catalogue, which are not listed individually on the RFP, include these items to indicate the variety you have available.

2.4 CERTIFICATION OF QUALITY

2.4.1 All produce delivered must be securely boxed, wrapped or bagged and hauled in covered trucks. No other items will be transported in the same vehicle which might in any way contaminate or damage the produce.

2.4.2 All produce delivered will be **inspected at the time of delivery**. Invoices of accepted items will be signed. Discrepancies will immediately be called to the attention of the supplier, so that corrective action may be taken. The Supplier will be responsible for produce rejected at the point of delivery and produce found to be defective within the use by date for the product. Damaged or inferior produce for which the supplier is responsible will be replaced at no additional cost to iThemba LABS or a credit note will be issued for goods returned for credit.

2.4.3 Reasons for product rejection may be one of the following:

2.4.3.1 Inferior quality

2.4.3.2 Prices not as per line item on invoice compared with official purchase order (NPO).

2.4.3.3 Damaged products

2.4.3.4 Product does not meet RFP specifications

2.5 ORDERING

2.5.1 The successful bidder will be issued an **official purchase order** (NPO) from iThemba LABS starting with **"NPO-"** as confirmation of the award and their notice to proceed with supply and delivery.

2.5.2 **Ongoing official orders will be raised on an "as required" basis** via email two (2) to five (5) days prior to the required delivery date by the kitchen supervisor or a supply chain official for the duration of the agreement.

2.5.3 **The quantities listed** herein are estimates only and are not intended to commit iThemba LABS to purchase any specific quantity. In the event that iThemba LABS's requirements do not result in the request for the full amount described herein, such occurrences shall not constitute the basis for fee adjustments under this contract.

2.5.4 If the successful supplier is unable to supply the fresh produce required on the NPO, he/she shall recommend an acceptable replacement product to the kitchen supervisor for approval.

2.5.5 If the bidder requires a minimum order quantity, it must be stated on their proposal.

2.6 DELIVERY OF GOODS

2.6.1 **Site location for delivery:**

iThemba LABS
Attention: Kitchen Stores
Old Faure Road
Faure, 7131
Western Cape
South Africa

2.6.2 **Delivery schedules: Delivery** will be required 2 - 3 times per week, preferably on a Monday, Wednesday and Friday between 7:00 and 15:30 or as mutually agreed between iThemba LABS and the successful bidder.

2.6.3 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 iThemba LABS and the successful bidder.

2.6.4 The products must be transported under hygienically acceptable conditions i.e. closed vehicles.

2.6.5 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. Temperatures shall be no lower than one degree Celsius and no higher than 14 degrees Celsius at during transport and at the time of delivery. Boxes and cartons must not exhibit signs of condensation or dampness but must be dry and in good condition.

2.6.6 Delivery to be made according to agreed specifications, agreed costing and quantities indicated on the official order (NPO).

2.6.7 All fresh produce must be delivered inside the kitchen at the receiving area.

2.6.8 The kitchen supervisor or designee will check items delivered against the official purchase order and invoice at the time of delivery with both the supervisor of designee and the driver signing the appropriate documentation for shortages and errors, and/or obviously damaged / non-compliant goods.

2.6.9 iThemba LABS reserves the right to reject any product that does not conform to the specifications and quantity of invoiced product when received. Rejected items to be removed immediately and credit memo issued.

2.6.10 Delivered fresh produce will be **invoiced** according to agreed costing.

2.6.11 **Original tax invoices** indicating NPO, fresh produce items supplied, units of measure, quantity supplied, price per unit and total cost inclusive of vat must be supplied per NPO for each delivery.

2.6.12 If deliveries are made in boxes, cases, crates or on racks, proper sanitation of these items is the responsibility of successful bidder.

2.6.13 The successful bidder shall bear the full burden of ownership until the produce is accepted at the final destination. Any shortages, damages, losses or otherwise undelivered produce shall remain the successful bidder's responsibility.

3. PRICING SCHEDULE

3.1 The pricing of fresh produce offered by supplier must be market related. iThemba LABS reserves the right to check the pricing of the supplier whether or not it is market related.

3.2 Due to the price fluctuation of the fresh produce, the supplier shall provide a weekly pricelist to the kitchen supervisor.

3.3 The weekly pricelists for fresh produce must be provided to the kitchen supervisor via email for the purpose of creating an official request for order (RFO) with iThemba LABS supply chain.

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
APPLE ECONO	FRESH	KG	R
APPLE GOLDEN DELICIOUS	FRESH	KG	R
APPLE GRANNY SMITH	FRESH	KG	R
APPLE PINK LADY	FRESH	KG	R
APPLE STARKING	FRESH	KG	R
APPLE TOP RED	FRESH	KG	R
APRICOT	FRESH	KG	R
ASPARAGUS	FRESH	KG	R
AVOCADO	FRESH	KG	R
AVOCADO	FRESH	EACH	R
BANANA	FRESH	KG	R
BASIL	FRESH	KG	R
BEAN SPROUT FINE	FRESH	KG	R
BEANS GREEN	FRESH	KG	R
BEANS GREEN CUT	PRE-CUT	KG	R
BEETROOT	FRESH	KG	R
BEETROOT BABY	FRESH	KG	R
BEETROOT PEELED	PRE-CUT	KG	R
BERRIES BLUE	FRESH	KG	R
BERRIES FROZEN	PROCESSED	KG	R
BERRIES GOOSE	FRESH	KG	R
BERRIES RASP	FRESH	KG	R
BERRIES STRAW	FRESH	KG	R
BERRIES STRAW FROZEN	PROCESSED	KG	R
BRINJAL	FRESH	KG	R
BRINJAL CUBED	PRE-CUT	KG	R
BROCCOLI	FRESH	KG	R
BROCCOLI FLORETS	PRE-CUT	KG	R
BROCCOLI TENDER STEM	FRESH	KG	R

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
BRUSSEL SPROUTS	FRESH	KG	R
BUTTERNUT	FRESH	KG	R
BUTTERNUT BABY	FRESH	KG	R
BUTTERNUT CUBED	PRE-CUT	KG	R
BUTTERNUT DICED	PRE-CUT	KG	R
BUTTERNUT DISK	PRE-CUT	EACH	R
BUTTERNUT GRATED	PRE-CUT	KG	R
CABBAGE	FRESH	KG	R
CABBAGE	FRESH	EACH	R
CABBAGE CHINESE	FRESH	KG	R
CABBAGE CHINESE	FRESH	EACH	R
CABBAGE GRATED	PRE-CUT	KG	R
CABBAGE RED	FRESH	KG	R
CABBAGE RED	FRESH	EACH	R
CABBAGE RED SHREDDED	PRE-CUT	KG	R
CABBAGE SHREDDED	PRE-CUT	KG	R
CARROT	FRESH	KG	R
CARROT BABY	FRESH	KG	R
CARROT BATTON	PRE-CUT	KG	R
CARROT CANALAY	PRE-CUT	KG	R
CARROT DICED	PRE-CUT	KG	R
CARROT GRATED	PRE-CUT	KG	R
CARROT JULIENNE	PRE-CUT	KG	R
CARROT PEELED	PRE-CUT	KG	R
CARROT ROUNDELS	PRE-CUT	KG	R
CAULIFLOWER	FRESH	KG	R
CAULIFLOWER	FRESH	EACH	R
CAULIFLOWER FLORETS	PRE-CUT	KG	R
CELERY	FRESH	KG	R
CELERY	FRESH	BUN	R
CELERY DICED	PRE-CUT	KG	R
CHERRIES	FRESH	KG	R
CHILLIES MIX	FRESH	KG	R
CHIVES	FRESH	KG	R
COLESLAW	PRE-CUT	KG	R
CORIANDER	FRESH	KG	R
CORN ON COB	FRESH	KG	R
CORN BABY	FRESH	KG	R
CORN DISKS	PRE-CUT	EACH	R
CUCUMBER	FRESH	EACH	R
CUCUMBER	FRESH	KG	R

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
DANIA	FRESH	BUN	R
DATES	FRESH	KG	R
DILL	FRESH	KG	R
DRAGON FRUIT	FRESH	KG	R
FENNEL	FRESH	KG	R
FIGS	FRESH	KG	R
FRUIT SALAD	PRE-CUT	KG	R
GARLIC	FRESH	KG	R
GARLIC CRUSHED	PROCESSED	KG	R
GEM SQUASH	FRESH	KG	R
GEM SQUASH BABY	FRESH	KG	R
GEM SQUASH HALVED	PRE-CUT	KG	R
GINGER	FRESH	KG	R
GRANADILLA	FRESH	KG	R
GRAPEFRUIT	FRESH	KG	R
GRAPES BLACK	FRESH	KG	R
GRAPES GREEN	FRESH	KG	R
GRAPES RED	FRESH	KG	R
GUAVA	FRESH	KG	R
KEBAB FRUIT	PRE-CUT	EACH	R
KEBAB VEG	PRE-CUT	EACH	R
KIWI FRUIT	FRESH	KG	R
KIWI FRUIT	FRESH	EACH	R
KUMQUARTS	FRESH	KG	R
LEEKS	FRESH	KG	R
LEEKS	FRESH	BUN	R
LEEKS BABY	FRESH	KG	R
LEEKS DICED	PRE-CUT	KG	R
LEEKS JULIENNE	PRE-CUT	KG	R
LEMON GRASS	FRESH	KG	R
LEMONS	FRESH	KG	R
LETTUCE BUTTER	FRESH	KG	R
LETTUCE BUTTER	FRESH	EACH	R
LETTUCE BUTTER P/PACK	PRE-CUT	EACH	R
LETTUCE BUTTER P/PACK	PRE-CUT	KG	R
LETTUCE COSS	FRESH	KG	R
LETTUCE COSS	FRESH	EACH	R
LETTUCE COSS P/PACK	PRE-CUT	EACH	R
LETTUCE COSS P/PACK	PRE-CUT	KG	R
LETTUCE ICEBERG	FRESH	KG	R
LETTUCE ICEBERG	FRESH	EACH	R

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
LETTUCE ITALIAN P/PACK	PRE-CUT	EACH	R
LETTUCE MIX FANCY P/PACK	PRE-CUT	EACH	R
LETTUCE MIX FANCY P/PACK	PRE-CUT	KG	R
LIMES	FRESH	KG	R
LITCHI	FRESH	KG	R
MANGE TOUT	FRESH	KG	R
MANGO	FRESH	KG	R
MARROW BABY	FRESH	KG	R
MARROW BABY JULIENNE	PRE-CUT	KG	R
MELON SPANSPECK	FRESH	KG	R
MELON WATER	FRESH	EACH	R
MELON WATER	FRESH	KG	R
MELON WINTER	FRESH	KG	R
MINT	FRESH	KG	R
MIX VEG: ROASTING	PRE-CUT	KG	R
MIX VEG: COUNTRY CROP	PRE-CUT	KG	R
MIX VEG: GREEN MIX	PRE-CUT	KG	R
MIX VEG: POTJIE MIX	PRE-CUT	KG	R
MIX VEG DICED	PRE-CUT	KG	R
MUSHROOM BROWN	FRESH	KG	R
MUSHROOM BUTTON	FRESH	KG	R
MUSHROOM CATER MIX	FRESH	KG	R
MUSHROOM PIZZA MIX	PRE-CUT	KG	R
NAARTJIES	FRESH	KG	R
NECTARINES	FRESH	KG	R
ONION	FRESH	KG	R
ONION	FRESH	POC	R
ONION BABY	FRESH	KG	R
ONION BABY PEEL	PRE-CUT	KG	R
ONION DICED	PRE-CUT	KG	R
ONION PEEL	PRE-CUT	KG	R
ONION RED	FRESH	KG	R
ONION RED PEELED	PRE-CUT	KG	R
ONION SHALLOT	FRESH	KG	R
ONION SLICED	PRE-CUT	KG	R
ORANGE	FRESH	KG	R
ORANGE BLOOD	FRESH	KG	R
ORIGANUM	FRESH	KG	R
PAPINO	FRESH	KG	R
PARSLEY	FRESH	KG	R
PARSLEY	FRESH	BUN	R

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
PARSLEY CHOPPED	PRE-CUT	KG	R
PARSLEY ITALIAN	FRESH	KG	R
PARSNIPS	FRESH	KG	R
PARSNIPS PEELED	FRESH	KG	R
PATTY PANS	PRE-CUT	KG	R
PATTY PANS	FRESH	KG	R
PEACH DESERT	FRESH	KG	R
PEACH YELLOW	FRESH	KG	R
PEARS ECONO	FRESH	KG	R
PEARS FORELLE	FRESH	KG	R
PEARS PACKHAMS	FRESH	KG	R
PEARS PRICKLY	FRESH	KG	R
PEAS	FRESH	KG	R
PEPPER GREEN	FRESH	KG	R
PEPPER GREEN DICED	PRE-CUT	KG	R
PEPPER MIX DICED	PRE-CUT	KG	R
PEPPER RED	FRESH	KG	R
PEPPER RED CUBED	PRE-CUT	KG	R
PEPPER YELLOW	FRESH	KG	R
PEPPER YELLOW CUBED	PRE-CUT	KG	R
PINEAPPLE	FRESH	KG	R
PINEAPPLE	FRESH	EACH	R
PLUMS RED	FRESH	KG	R
PLUMS YELLOW	FRESH	KG	R
POMEGRANATE	FRESH	KG	R
POMEGRANATE SEEDS	PRE-CUT	KG	R
POTATO BABY	FRESH	KG	R
POTATO BABY PEELED	PRE-CUT	KG	R
POTATO BABY PEELED AND SLICED	PRE-CUT	KG	R
POTATO CHATEAU	PRE-CUT	KG	R
POTATO CHATEAU	PRE-CUT	KG	R
POTATO CHATS	PRE-CUT	KG	R
POTATO CHIPS	PRE-CUT	KG	R
POTATO CUBED	PRE-CUT	KG	R
POTATO DICED	PRE-CUT	KG	R
POTATO LARGE	FRESH	KG	R
POTATO LARGE	FRESH	POC	R
POTATO MEDIUM LARGE	FRESH	KG	R
POTATO MEDIUM LARGE	FRESH	POC	R
POTATO NICOLA	PRE-CUT	KG	R
POTATO OFF CUTS	PRE-CUT	KG	R

DISCRIPTION FRESH AND PRE-CUT FRUIT AND VEGETABLE		UNIT OF MEASURE	RAND PER UNIT OF MEASURE (Incl. Vat) (The quantity of measure is 1)
POTATO PEELED	PRE-CUT	KG	R
POTATO SLICED	PRE-CUT	KG	R
PUMKIN PEELED	PRE-CUT	KG	R
PUMPKIN	FRESH	KG	R
PUMPKIN CUBED	PRE-CUT	KG	R
QUINCE	FRESH	KG	R
RADISH	FRESH	KG	R
RADISH	FRESH	BUN	R
RHUBARB	FRESH	KG	R
ROCKET	FRESH	KG	R
ROSEMARY	FRESH	KG	R
SOUPMIX	PRE-CUT	KG	R
SPINACH	FRESH	KG	R
SPINACH BABY	FRESH	KG	R
SPINACH DEVAINED	PRE-CUT	KG	R
SPINACH RED	FRESH	KG	R
SPINACH SHREDDED	PRE-CUT	KG	R
SPRING ONION	FRESH	KG	R
SPRING ONION	FRESH	BUN	R
SPROUTS FINE	FRESH	KG	R
SQUASH HUBBARD	FRESH	KG	R
STARFRUIT	FRESH	KG	R
STIRFRY VEG	PRE-CUT	KG	R
SUGAR SNAPS	FRESH	KG	R
SWEET POTATO BATTONS	PRE-CUT	KG	R
SWEET POTATO CUBED	PRE-CUT	KG	R
SWEET POTATO LARGE	FRESH	KG	R
SWEET POTATO MEDIUM	FRESH	KG	R
SWEET POTATO ORANGE	FRESH	KG	R
SWEET POTATO PEELED	PRE-CUT	KG	R
SWEET POTATO SLICED	PRE-CUT	KG	R
THYME	FRESH	KG	R
TOMATO	FRESH	KG	R
TOMATO CHERRY	FRESH	KG	R
TOMATO PLUM	FRESH	KG	R
TOMATO SUNDRIED	PROCESSED	KG	R
TURNIPS	FRESH	KG	R
WATERCRESS	FRESH	KG	R
BOTTOM LINE TOTAL			**R**

PREFERENCE POINTS CLAIMED (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

1.2.1. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
Total points for Price and B-BBEE must not exceed	**100**

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1. "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2. "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3. **"bid**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4. "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.5. "**EME**" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.6. "**Functionality**" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7. "**price**s" includes all applicable taxes less all unconditional discounts;

2.8. "**proof of B-BBEE status level of contributor**" means:

2.8.1. B-BBEE Status level certificate issued by an authorized body or person;

2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

2.9. **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. "**rand value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1. B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....……%

7.1.1.2. The name of the sub-Service Provider……..

7.1.1.3. The B-BBEE status level of the sub-Service Provider.....……..

7.1.1.4. Whether the sub-Service Provider is an EME or QSE

(Tick applicable box)

YES		NO	

7.1.1.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:
…….

8.2. VAT registration number:
……..……

8.3. Company registration number
:…….…….…….

8.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6. COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7. Total number of years the company/firm has been in business: ……

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the Service Provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

8.8.4.4. recommend that the bidder or Service Provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE:

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;	
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;	
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;	
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;	

	For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
	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 consortium [3] will not be construed as collusive bidding.
	In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid.
	In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
	The terms of this 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 the bid or to the signing of the contract.

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

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

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES	
Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	
Any legal person, including persons employed by the STATE [1], or persons having a kinship with persons employed by the STATE, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the STATE, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where: The Bidder is employed by the STATE; and/or The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.	
In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:	
	Full Name of Bidder or his/her representative
	Identity Number:
	Position occupied in the Company (director, trustee, shareholder, member):
	Registration number of company, enterprise, close corporation, partnership agreement
	Tax Reference Number:
	VAT Registration Number:
	The names of all directors/trustees/shareholders/members, their

		individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:
	Schedule attached with the above details for all directors/members/shareholders	
	Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
		Name of person/ director/ trustee/ shareholder/member:
		Name of STATE institution at which you or the person connected to the Bidder is employed
		Position occupied in the STATE institution
		Any other particulars:
	If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
		If Yes, did you attach proof of such authority to the Bid document?
		If No, furnish reasons for non-submission of such proof as an attached schedule
		(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)
	Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?	YES / NO

		If so, furnish particulars as an attached schedule:
	Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
		If so, furnish particulars as an attached schedule.
	Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
		If so, furnish particulars as an attached schedule:

National Research Foundation

1. **Contract Management**

   1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

2. **Contract Manager**

   2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

3. **Contract Communication**

   3.1. The NRF communicates all communications in writing as well as through email.

   3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

   3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

3.4. All site instructions will be communicated by the Project Manager.

4. Communicating "As and When" in terms of the specific contract clauses

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;

4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

5. Communicating where incidental services are required as listed in this document

5.1. Incidental services are specified in the incidental services clause

5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.

6. Communicating where spare parts are required as listed in this document

6.1. The spare parts services are specified in the spare parts clause

7. Performance Management

7.1. The NRF measures performance throughout the contract life.

7.2. The NRF has regular performance review with the Supplier.

7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the Supplier.

PERFORMANCE LEVELS

Service being Measured	Measurement	Minimum level
Delivery and invoicing of class 1 quality, quantity and pricing as per agreement and official order. (refer to clause 2.4 of the specification)	Number of goods returned for credit (GRC) notes per month	≤ 2 GRC per month
Delivery as per schedule	Delivery as per schedule	On time delivery as per schedule
Pricing for orders	Pricing provided in time for ordering as per agreement	Submit market related rates in time for ordering purpose.

CONTRACTED BIDDER

1. Managing the Contract

The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document. Responsible for Quality management of all works to ensure a high standard of work is delivered at all times.

2. **Contract Manager**

1.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.

2. Communication

2.1. The contracted party communicates in writing and through email.

2.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

2.3. The Supplier will attend weekly meetings which will take place at iThemba LABS. A project activity report from the Supplier will form part of the monthly meetings with iThemba LABS official.

3. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)

3.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.

4. Health and Safety Requirements

4.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

4.1. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).

4.2. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”.

The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the NRF requires a SCC that is not part of the GCC, the NRF appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.

GCC1	**1. Definitions - 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 anything 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.

GCC2	**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.
GCC3	**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 (National Treasury's eTender website), 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
GCC4	**4. Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC 4	All the work must be done in accordance with product standards and Laws stipulated under Clause 2.2 of the specification.
GCC5	**5. Use of contract documents and information**
	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.
GCC6	**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.
GCC7	**7. Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, 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: 7.3.1. 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 7.3.2. 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.

GCC8	**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 Supplier 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 analysed 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.
SCC 8.1	iThemba LABS Cape Town reserves the right to inspect the premises of the Supplier to determine if fresh produce, storage and delivery facilities are adequate and hygienic.
GCC9	**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.
SCC 9	Packaging and labelling of items delivered must adhere to the provisions of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972, as amended.
GCC10	**10. Delivery and Documentation**
	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.
GCC11	**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.
GCC12	**12. Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

SCC 12	All items to be transported under hygienically acceptable conditions i.e. closed vehicles.
GCC13	**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: 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. 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 13.1.5. 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.
GCC14	**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: 14.1.1. 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 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the

	pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	**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.
GCC16	**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 fulfilment 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
GCC16 SCC	30 days from receipt of invoice
GCC16 SCC	Method and conditions of payment are as follows: The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit. The NRF does not settle invoices for outstanding goods or services. Payment is made in the South African Rands or any other currency as per the invoice.
GCC17	**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.
GGC17 SSC	The fixed fee per item product shall remain the same at least for a week.
GCC18	**18. Contract amendment**
	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.
GCC19	**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.

GCC20	**20. Subcontract**
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
GGC20 SSC	The supplier shall notify the purchaser in writing of all subcontracts under this contract inclusive of termination of such sub-contracts and the replacement of sub-contracts previously notified in writing. The supplier cannot sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the supplier, unless the supplier sub-contracts to an EME that has the capability and ability to execute the sub-contract. The supplier provides proof, in the legislated formats, of the sub-contractor's B-BBEE status for each sub-contract to this contract to the NRF.
GCC21	**21. Delays in 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 cancelling 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.
GCC22	**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.

GCC22 SSC	**PERFORMANCE LEVELS FOR EACH SERVICE REQUIRED**	
	Situation Requiring Penalty	**Penalty where below minimum**
	Delivery and invoicing of class 1 quality, quantity and pricing as per agreement and official order.	As stipulated GCC 22.1
	Delivery as per schedule	As stipulated GCC 22.1
	Pricing for orders	iThemba LABS reserves the right to regret prices which are not market related and order from another supplier

GCC23	**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: 23.1.1. 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; 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. 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: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction 23.6.3. the period of restriction; and 23.6.4. 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.
GCC23 SSC	iThemba LABS reserves the right to terminate the contract if circumstances change during the contract period to such an extent that there is no further need for this service. Thirty (30) days' notice will be given to this effect.
GCC24	**24. Anti-dumping and countervailing duties**
	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

	Supplier to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Supplier 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
GCC25	**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.
GCC26	**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.
GCC27	**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, 27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. the purchaser shall pay the supplier any monies due the supplier.
GCC28	**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; 28.1.1. 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 28.1.2. 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.
GCC29	**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.
GCC30	**30. Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	**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
GCC32	**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
GCC33	**33. National Industrial Participation 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.
GCC34	**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 Supplier(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or Supplier(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. 34.1. If a bidder(s) or Supplier(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 Supplier(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 Supplier(s) concerned.
BID SCC	**Intellectual property provided in the bid invitation** The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF
BID SCC	**Intellectual property contained in the deliverables** The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.
BID SCC	**Third Party Warranty** Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.
BID SCC	**Third Party Agreements** No agreement between the contracted party and the third party is binding on the NRF.
BID SCC	**Contracted Party Due Diligence** The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.

BID SUBMISSION CERTIFICATE FORM

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.		
	My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.		
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:		
		Invitation to Bid	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
		Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) including detailed schedules attached
			CSD / Tax clearance letter
		Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
		Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate	
		Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.		
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.		
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.		
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.		
	I confirm that I am duly authorised to sign this offer/ bid response.		

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	

REFERENCE LETTER ANNEXURE

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	**Referee Legal Name**
REFERENCE ON COMPANY :	
Bid Number:	**M2017/18: 18**
SUPPLY AND DELIVERY OF FRESH PRODUCE (FRUIT AND VEGETABLES) ON AN AS REQUIRED BASIS FOR A PERIOD OF TWO (2) YEARS	
Describe the service/work the above bidder provide to you below	

Criteria	Needs improvement	Meets requirements	Exceeds requirements
Satisfaction with quality of work			
Delivery as per scheduled timeframes			
Pricing for orders			
Quality of the products			
Overall Impression			

Would you use the provider again?	YES		NO

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	
Company Stamp:	