Province of the
EASTERN CAPE
HEALTH

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU3-26/27- 0679-TFH**	CLOSING DATE:	**23 OCTOBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**SUPPLY AND DELIVERY OF PATIENT FOOD (FROZEN VEGETABLES AND DAIRY PRODUCTS) FOR THAFALOFEFE HOSPITAL FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS, IN THE EASTERN CAPE PROVINCE.**				
RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Ground Floor, Amathole Health District					
No. 19 St James Road					
Southernwood					
East London, Eastern Cape					

CONTACT PERSON	**Ms Z Plaatjie**	CONTACT PERSON	**Ms Z Plaatjie**
TELEPHONE NUMBER	**0437076700**	TELEPHONE NUMBER	**0437076700**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Zanele.Plaatjie@echealth.gov.za**	E-MAIL ADDRESS	**Zanele.Plaatjie@echealth.gov.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE UPLOADED BY THE STIPULATED TIME ON THE SYSTEM.
1.2.	**ALL BIDS MUST BE UPLOADED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.2	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.3	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.4	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

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2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Terms of Reference relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC–*General Conditions of Contract*
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

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PART 1
CONDITIONS OF BID

1. BACKGROUND AND INTRODUCTORY PROVISION

THE DEPARTMENT INTENDS TO ENGAGE SUITABLY QUALIFIED SUPPLIER FOR SUPPLY AND DELIVERY OF PATIENT FOOD (DAIRY PRODUCTS AND FROZEN VEGETABLES) FOR THAFALOFEFE HOSPITAL FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS, IN THE EASTERN CAPE PROVINCE.

OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**

2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be received before the closing time and date stipulated above

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4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING

No briefing shall be held, however, bidders are encouraged to submit written queries

regarding the bid on the system

7. Tax clearance Compliance Verification will be done with the CSD and SARS.

8. PRICING

8.1 The bidder must submit details regarding the bid price for the Services on the system

8.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**

8.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach.

9. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, and contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

12. CONSORTIUM/JOINT VENTURE

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

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12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

12.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

12.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid. Otherwise, the bid will be disqualified.

13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized Organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

15. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability**.**

16. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule I contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

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17. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (NINETY DAYS)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

18. ACCEPTANCE OF BIDS

The ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

19. NO RIGHTS OR CLAIMS

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. ACCURACY OF INFORMATION

21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective

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directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

22. COMPETITION

22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.

22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.

22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

23. RESERVATION OF RIGHTS

23.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to: -

23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

23.3 Amend the biding process, including the timetables, closing date and any other date at its sole discretion;

23.4 Reject all responses submitted by bidders and to embark on a new bid process.

23.5 Award the bid to more than one bidder.

EVALUATION CRITERIA

24.1 The bid will be evaluated as follows:

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- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Price and Specific goals

The stages are further detailed below

25 1st Stage: Administrative compliance/Pre-qualification

27.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.

27.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.

27.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

- reject the bid Proposal in question and not to evaluate it at all;
- give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;
- in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

26 The following criteria shall apply

26.1 The bid documentation must be completed comprehensively and correctly.

26.2 Declaration forms (SBD 1, 4, 6.1,) must be fully completed and signed.

26.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).

26.4 Bidders must have provided supporting documentation as per the bid requirements.

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#	*Requirement*	Complied	
		YES	**NO**
A	Invitation to Bid (SBD1) completed and signed		
B	Declaration of Interest (SBD 4)		
C	Preferential Points Claim (SBD 6.1)		
D	Company registered in South Africa (Registration documents attached)		
E	JV agreement (if applicable)		
F	Signed Letter of Intent where products will be sourced **(mandatory requirement)**		
G	Proof of financial capacity (letter confirming that the bidder has applied for financial assistance **from any reputable financial institution** (National Credit Regulator (NCR) and that the institution is willing to favourably consider such application in the event that the bidder is successful OR letter from the bank with positive rating code C (**mandatory requirement**)		
H	Proof of experience on **similar project** (supply and delivery of patient food) for twelve (12) consecutive months. (bidder must submit a **signed and stamped** reference letter from where services were rendered – letter should have a duration of contract, value of contract, performance, contact details in a client letterhead)**. (mandatory requirement)** The Department has a right to verify both the authenticity of the submitted documents and performance of the bidder, **any adverse outcomes** will render the bidder invalid.		

NB: Failure to comply with mandatory requirements will render the bid invalid and will not be evaluated further.

27 2ND Stage: Price and Specific goals

27.1 In terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act of 2022, responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

The following formula will be used to calculate the points for price:

$$Ps = \frac{80(1-Pt-P\,min)}{P\,min}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

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Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining maximum points for Specific Goals as Illustrated below:

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**
Equity Ownership by: Historical Disadvantaged Individuals Ownership (South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993), on the basis of:	
Historically Disadvantaged Individuals - Race	20% (4)
Historically Disadvantaged Individuals - Women	20% (4)
Historical Disadvantaged Individual - Disability Ownership	20% (4)
Youth Ownership	20% (4)
Military Veterans Ownership	10% (2)
Locality Ownership	10% (2)
TOTAL	**100% (20)**

N.B: Bidders are required to submit, together with their bids, the following: -

a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.

b) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address to score 2 points for locality, bidders must be based in Amathole District Municipality.*

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- *Updated CSD report*

27.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the **SPECIFIC GOALS.** Such bidders will score 0 out of maximum of 20 points for **SPECIFIC GOALS**

27.3 The points scored by a bidder in respect of the level of **SPECIFIC GOALS** will be added to the points scored for price.

27.4 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to Specific goals. The total points scored will be rounded off to the nearest 2 decimals.

27.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for **SPECIFIC GOALS**.

27.6 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.

27.7 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

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PART 2
Conditions of Contract and Operational Requirements

1 CONTRACT

The service provider for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH). The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 The prices will be adjusted during the contract period based on Consumer Price Index (CPI)

2.2 There will be a Price adjustment in the first 12 months and thereafter 6 monthly for the duration of the contract .

2.3 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve service provider of any of its obligations under the contract.

2.5 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to service provider in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

3.1 The ECDoH's operational requirements. The service provider shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 Problem identification and reporting. The service provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement.

3.3 Other Service Providers: The service provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 Regulations and statutes: The service provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

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It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The service provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The service provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.7 Should the ECDoH at any time believe that any member of service provider personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

3.8 Contractor's procedures: The service provider shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

3.9 Provision of Services in clean and tidy manner. The service provider shall ensure that the Services are provided in a clean and tidy manner.

3.10 Service reports: The service provider shall, upon written request from the DOH or its appointed. Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether service provider is providing the Services in accordance with the terms and conditions of the contract.

4. HAZARDOUS MATERIALS

The service provider will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The service provider shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The service provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

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7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The service provider: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by service provider with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;

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- by means of user satisfaction surveys conducted by ECDoH

- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

9.3 ***Records.*** Service provider shall at all times keep full and accurate records of all services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 ***Measurement of performance***

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether service provider is providing the services in accordance with the terms and conditions of the contract if accepted by ECDoH.

- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service provider. The service provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 ***Results of checks, audits and surveys*** ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by service provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that service provider can prove otherwise be binding on service provider and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Service provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of service provider or the failure of service provider to provide the services in accordance with the provisions of the contract.

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PART 3
BID STRATEGY

SUPPLY AND DELIVERY OF PATIENT FOOD (FROZEN VEGETABLES AND DAIRY PRODUCTS) FOR THAFALOFEFE HOSPITAL FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS, CENTANE IN THE EASTERN CAPE PROVINCE.

1. OBJECTIVE

The main objective is to procure patient food **(FROZEN VEGETABLES AND DAIRY PRODUCTS)** for **Thafalofefe Hospital** for a period of Twenty four (24) months in **CENTANE**, in the Eastern Cape Province.

BACKGROUND

The National Health Act, 61 of 2003 emphasises the need to foster good quality health services by developing structures to monitor the compliance of health establishments and agencies with health care standards. Sub Domain 7.7 Food services states that, Foods services are to be provided to meet patient's needs as well as safety standards. Certain criteria need to be met e.g. provision of quality, adequate and nutritious food services to patient.

The department intends to enter into a Service Level Agreement with a successful Service Provider who is able to supply and deliver **FROZEN VEGETABLES AND DAIRY PRODUCTS** for **THAFALOFEFE Hospita**l in Amatole District.

Please note:

- **Bidders must bid for all items under this institution as per specification appended on this bid document. The successful bidder will be requested to deliver the goods ordered directly to where the goods are required.**
- **Please be informed that the department is in the process of awarding a twenty-four (24) months contract on the Dry groceries bid.**
- **The contract is a rate/ item price based and will be requested as and when need arises principle.**

AWARDING STRATEGY

- **To reduce supply risk, the bid will be awarded to two (2) bidders**
- **The bidder who obtained the highest scoring points will be allocated 60% of the project and a bidder who obtained the second highest scoring points will be allocated 40% of the project.**
- **Should one of the appointed bidders failed to deliver more than 3 times, the contract will be terminated with that service provider and the remaining service provider will be required to fulfill 100% of the contract.**

CONTRACT PERIOD

The bidder will be appointed for a period of **Twenty-four (24) months.**

GENERAL

- Services providers are requested to provide everything necessary to fully satisfy the requirements of the bid documents.
- **Bidders must make use of price index that is available from Provincial Treasury when submitting a bid document. The Department reserves the right to enter a post-ender price negotiation if prices are above price index and are not market related**.
- No additions to bid will be allowed after the bid is submitted, for any unforeseen costs by the contractor, after the bid has closed.
- The successful bidder will be required to enter into a written contract with **ECDOH** for a period of Twenty-four (24) months.

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- This contract will contain performance penalties in terms of the Service Level Agreement based on Part 4 of Specification. These penalties will be negotiated by all parties prior to the signing of the above contract.

DELIVERY AND QUANTITIES

- The contract is a rate/item based and the goods will be placed as and when need arises.

PART 4
SPECIFICATION

SUPPLY AND DELIVERY OF DAIRY AND FROZEN VEGETABLES FOR THAFALOFEFE HOSPITAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.				**RATE/ITEM BASED CONTRACT**		
FROZEN VEGETABLES & DAIRY PRODUCTS		**DESCRIPTION**	**FREQUENCY OF DELIVERY**	**IMAGE**	**UNIT OF MEASURE**	**COMPLY/ DO NOT COMPLY**
1	Frozen broccoli	Equivalent to McCain. All frozen vegetables must be of Grade A, should be frozen and not show signs of being thawing. All vegetables must have a uniform colour.	Monthly		Box (6x1kg	
2	Green beans cut	Equivalent to McCain. All frozen vegetables must be of Grade A, should be frozen and not show signs of being thawing. All vegetables must have a uniform colour.	Monthly		Box (6x1kg)	
3	Frozen Green Peas	Equivalent to McCain. All frozen vegetables must be of Grade A, should be frozen and not show signs of being thawing All vegetables must have a uniform colour	Monthly		Box (6x1kg)	
4	Frozen Country Mix	Equivalent to McCain. All frozen vegetables must be of Grade A, should be frozen and not show signs of being thawing. All vegetables must have a uniform colour.	Monthly		Box (6x1kg)	
5	Low Fat milk UHT fresh equivalent to Spar	Liquid low Fat milk. No preservatives or any additive must be added to the milk, must be ultra-heat treated (UHT). Shelf life must be 180 days.	Monthly		Case (6 x 1L)	
6	Sour Milk /Maas equivalent to Crickley	Pastuerised, Sour milk is a thick, curdled milk, having sour taste, obtained from fermentation of milk	Monthly		2L	
7	Margarine original equivalent to Rama (brick)	Equivalent to Rama and must be a medium fat spread, light yellow in colour and consist of vegetable oils and fats. No animal fats allowed, colorant and preservatives must be specified, texture must be slightly firm but easy to spread and sliceable when refrigerated. not less than 45% moisture, low in cholesterol and saturated fats and trans fat. Must be enriched with vitamin A, D and E, must contain omega 3 and 6. Must be free	Monthly		Box (30x500g)	

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		of odours and mould growth and must have smooth texture free of foreign objects.				
8	Eggs equivalent to Killarney	Large and fresh grade A	Monthly		5 dozens	
9	Gouda cheese equivalent to Parmalat	Gouda Grade hard cheese is characterised by its aromatic and caramel-like flavour combined with its dense and springy texture	Monthly		2,5kg (loaf)	

Regulations

- **Agricultural Products Standards Act 1990 (Act 119 of 1990)**
- **Foodstuffs, Cosmetics and Disinfectants Act. No. 54 of 1972**
- **Marketing Act, of 1968 (Act no. 59 of 1968) as amended**
- **R. 2208 of 10 November 1978 as amended**
- **R. 537 of 11 April 1976 as amended**
- **R. 2176 of 3 November 1978 as amended (4 November 2005)**
- **R. 2119 of 27 October 1978 as amended (4 November 2005)**
- **R. 2177 of 3 November 1978 as amended**
- **R. 2987 of 31 December 2004**
- **R. 2120 of 27 October 1978 as amended**
- **R. 1137 of 13 June 1975 as amended**
- **R. 295 of 26 February 1971 as amended**
- **R. 126 of 17 January 1975 as amended**
- **R. 701 of 3 April 1981 as amended**
- **Consumer Act, 2008 – Act 68 of 2008**
- **No. 26595 GOVERNMENT GAZETTE, 23 JULY 2004**
- **Act No. 61,2003 NATIONAL HEALTH ACT, 2003**

SPECIAL CONDITIONS

- **All prices must be vat inclusive if (VAT VENDOR)**
- **Quantity delivered must not exceed quantity ordered.**
- **Delivery should be done on a Monthly basis.**
- **All deliveries should be directed straight to TAFALOFEFE HOSPITAL at Kitchen Department.**
- **During delivery, Delivery note should be left with the official who received the goods.**
- **Expiry date must be indicated and have a shelf life of 6 months. All products must have name, food production date, expiry date, manufacturer's details and nutritional information.**
- **Transportation of goods must be delivered with a cool, enclosed and clean vehicle**
- **DELIVERIES TO BE DONE BETWEEN 08H00 TO 14H00 (Monday to Friday)**
- **NB: The successful bidder must submit a signed and stamped proof where goods were sourced during delivery after the award.**

SCOPE OF WORK

- The suppliers will be requested to deliver **PATIENT FOOD** ordered as per delivery schedule(s)

DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF DAIRY PRODUCTS AND FROZEN VEGETABLES.

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We hereby declare that we, _____ (name of the bidder), have the capacity and capability to supply and deliver **DAIRY PRODUCTS AND FROZEN VEGETABLES** in all categories tendered.

- SIGNATURE OF BIDDER: ……..

LEGAL FRAMEWORK

This bid and all contracts will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special conditions of Contract are in conflict with the General conditions of Contract, the Special conditions of contract prevail.

Counter Offers
Bidder's attention is drawn to the fact that counter offers with regard to any of the above-mentioned Special Conditions will invalidate such .

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Schedule A

Government Procurement
General Conditions of Contract

Annexure A

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 (GCC) 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.

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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 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.

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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.

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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 Terms of Reference.

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 Terms of Reference, 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 Security 7.1 Within thirty (30) days 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:

(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 Terms of Reference 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 Terms of Reference) 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 and 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.

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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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

28.1 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.

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Part 5 – Schedule B

CENTRAL SUPPLIER DATABASE (CSD)

IT IS A CONDITION OF BIDDING: -

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Part 5 - Schedule C
Pricing Schedule

SBD 3.2

PRICING SCHEDULE
(PURCHASES – NON-FIRM PRICES)

NAME OF BIDDER: .....**BID NO.: SCMU3-26/27-0679-TFH**
CLOSING TIME 11:00 CLOSING DATE:

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)

SUPPLY AND DELIVERY OF PATIENT FOOD (FROZEN VEGETABLES AND DAIRY PRODUCTS) FOR THAFALOFEFE HOSPITAL FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS, IN THE EASTERN CAPE PROVINCE.

NB: Bidder must quote for all items failing which will be eliminated

NO	ITEMS	UoM / Packaging	UNIT PRICE AS PER UoM
1	Low Fat milk UHT fresh equivalent to Spar	Case (6 x 1L)	
2	Sour Milk /Maas equivalent to Crickley	2L	
3	Margarine original equivalent to Rama (brick)	Box (30x500g)	
4	Eggs equivalent to Killarney	5 dozens	
5	Gouda cheese equivalent to Parmalat	2,5kg (loaf)	
6	Frozen Green Peas	Box (1kg x 6)	
7	Frozen Country Mixed Vegetables	Box (1kg x 6)	
8	Frozen Mixed Vegetables	Box (1kg x 6)	
9	Frozen Hawaiian stir fry	Box (1kg x 6)	
VAT 15%			
TOTAL BID PRICE			

THIS IS A RATE/ITEM BASED CONTRACT

TOTAL PRICE OFFERED PER ITEM FOR TENDER NO. SCMU3-26/27-0679-TFH

R_____
(Amount brought forward from Form of Offer and Acceptance) *

AMOUNT IN WORDS_____

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Signed by authorized representative of the Tenderer:

_____

***Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply**

Any enquiries regarding bidding procedures may be directed to the
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)
Ms Z Plaatjie
19 St James Road
Southernwood
East London: Tel: 043 7076800

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Part 5 – Schedule D
Declaration of Interest

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE

APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Part 5 – Schedule E

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	**Name of Institution**	**Period**		**Contract Value**	**Contact Person**	**Contact Number**
		Start Date	**End date**			

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

In the presence of :

1. .....

2. .....

Part 5 – Schedule F
Organisational Structure

Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME _____
   ADDRESS : _____
   ID NUMBER: _____

2. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

3. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

4. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

5. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER
.....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of :

1. .....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

2. .....

Part 5 – Schedule G
Details of Supplier's Nearest Office

---

1. Physical address of supplier's office

_____

_____

_____

_____

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier : _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1. .....

2. .....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

Part 5 – Schedule H
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and.**If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1.....

2.....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

The applicable preference point system for this tender is the **80/20** preference point system.

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Equity Ownership by: Historical Disadvantaged Individuals Ownership (South African citizen – who,		

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993), on the basis of:		
Historically Disadvantaged Individuals - Race	20% (4)	
Historically Disadvantaged Individuals - Women	20% (4)	
Historical Disadvantaged Individual - Disability Ownership	20% (4)	
Youth Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
TOTAL	**100% (20)**	

c) Service providers must submit proof of its Specific Goals points claimed / status of contributor.

d) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address in Amathole Municipality (valid lease agreement, municipality bill or letter from the Local Councillor stamped and date not older than 3 months)*
- *Updated CSD report*

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

(c) 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;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			