



Province of the  
**EASTERN CAPE**  
HEALTH

PART A

SBD 1

INVITATION TO QUOTE

**YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE FRERE HOSPITAL**

BID NUMBER:	<b>SCMU3-26/27-0178-FRE</b>	CLOSING DATE: 5 JUNE 2026	CLOSING TIME:	<b>11:00</b>
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DESCRIPTION	<b>SUPPLY &amp; DELIVERY OF STARCH &amp; CEREALS FOR FIVE (05) MONTHS</b>
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**RFQ RESPONSE DOCUMENTS MUST BE SUBMITTED THROUGH CSD SYSTEM**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Alex Ngqwebo	CONTACT PERSON	Alex Ngqwebo
TELEPHONE NUMBER	043 709 2583	TELEPHONE NUMBER	043 709 2583
FACSIMILE NUMBER	<b>043 743 5317</b>	FACSIMILE NUMBER	<b>043 743 5317</b>
E-MAIL ADDRESS	<a href="mailto:Alex.Ngqwebo@echealth.gov.za">Alex.Ngqwebo@echealth.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Alex.Ngqwebo@echealth.gov.za">Alex.Ngqwebo@echealth.gov.za</a>

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: <b>MAAA</b>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

Together, moving the health system forward

Fraud prevention line: 0800 701 701  
24 hour Call Centre: 0800 032 364  
Website: [www.echealth.gov.za](http://www.echealth.gov.za)



**PART B**  
**TERMS AND CONDITIONS**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE QUOTE INVALID.**



# ECDOH RFQ AUTHORIZATION

INVITATION TO QUOTE FOR SUPPLY AND DELIVERY OF STARCH AND CEREALS FOR 6 MONTHS ON RATE BASED.

Reviewed by	N. Tshokotshi	N. Tshokotshi	18/03/2026
Approved by Bid Specification Committee	N. Mdolo	N. Mdolo	18/03/2026
Advert approved by			



**RETURNABLE SCHEDULE 2: EVALUATION CRITERIA**

**1. EVALUATION CRITERIA**

**1.1 The Quote will be evaluated as follows:**

- Stage 1: Administrative compliance
- Stage 2: Compliance to Non-Negotiable Requirements
- Stage 3: Price & Specific Goals Points

**Stage 1: Administrative Compliance**

#	Requirement	Please Tick <input type="checkbox"/>	
		Complied	Not Complied
A	Invitation to Quote (SBD1) completed and signed		
B	Signed Pricing Schedule (SBD 3.1)		
C	Signed Declaration of Interest (SBD 4)		
D	Signed Preferential Points Claim (SBD 6.1)		
E	Latest CSD report attached		
F	Bank confirmation letter ( <b>Not older than 3 months</b> )		



**2<sup>nd</sup> Stage of evaluation:** **COMPLIANCE WITH NON-NEGOTIABLES**

**PROJECT REFERENCE**

PROJECT REFERENCE RETURNABLE – Submission of this reference page must be according to the number of items bidding for.

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ..... (name and surname)  
 ..... (company name)

Declare that I was the recipient (client) of the following project successfully executed  
 by ..... (name of bidder)

Project Name: .....

Project Location:  
 .....

Commencement Date: ..... Completion date: .....  
 Duration of the contract.....

Contract Value.....

A. Please score the performance of the Bidder on the abovementioned project, by inserting “Yes” in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments: .....

D. Cell No. .... E. Office No.....

F. Fax No. .... G. E-mail: .....

This signed at ..... on this .....day of .....

\*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **A letter of confirmation of prompt delivery from the current/previous client/s must be attached.**

**STAMPED AND SIGNED BY REFEREE (CLIENT)**



Stage 2: Compliance with Non-Negotiable Requirements

**COMPLIANCE TO NON-NEGOTIABLE REQUIREMENTS**

Item No.	REQUIREMENTS	Compliance Yes / No	Comment
<b>COMPLIANCE WITH NON-NEGOTIABLE REQUIREMENTS</b>			
1.1	Completed Project Form from current/previous client/s. <b>NB: We do NOT need reference letters, ONLY the Project Form, signed, dated and stamped by the current/previous client</b>		
1.2	Attach proof of funding either self or arranged funding with current date and specific to this food item. If self-funding kindly attach affidavit confirming availability of funds for the duration of the RFQ/Contract. <b>(Bank Statements not accepted)</b>		
1.3	Attach Order/s (Minimum 1) in relation to Starch & Cereal/Grocery not older than 3 years		
1.4	Latest Copy of Compliance Certificate of the wholesaler/own premises as authorized by relevant authority e.g., BCMM.		

**NB: Failure to comply with any of the above will be disqualified and NOT evaluated further.**

	SIGNATURE	DATE
REVIEWED BY:	N. Tshokotshi	18/03/2026
APPROVED BY RFQ COMMITTEE (CHAIRPERSON)	N. Mdolo	18/03/2026



## **Stage 4: Price & Specific Goals**

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**NB: Complete as required under SBD 6.1 and attach appropriate supporting documents.**

### **4. SPECIAL CONTRACT CONDITIONS**

- 4.1 General Conditions of Contract (GCC) are a point of reference for this RFQ.
- 4.2 Frere reserves the right to award or not to award this RFQ, either in part or whole.
- 4.3 Should there be a long-term contract established, this RFQ/Contract shall be cancelled immediately.
- 4.4 Budget availability shall influence the operation of the contract emanating from this RFQ.
- 4.5 Suppliers are expected to comply with the Specification/Requirements throughout the period of engagement.
- 4.6 Frere reserves the right to engage another supplier should the awarded/contracted fail to deliver.



**PART 3**  
**BID STRATEGY**

THE QUOTE CALLS FOR SUPPLY AND DELIVERY OF STARCH & CEREALS FOR A PERIOD OF FIVE (05) MONTHS

- Frere is seeking willing suppliers to supply Starch & Cereals for a period of five (05) months.
- Only one supplier shall be appointed for this short-term contract.

**DECLARATION OF THE BIDDER'S ABILITY FOR THE SUPPLY AND DELIVERY OF STARCH AND CEREALS FOR A PERIOD OF Five (05) MONTHS.**

- We hereby declare that we, \_\_\_\_\_ (name of the bidder), have the capacity to deliver as requested.

**SIGNATURE OF BIDDER:** .....

**NAME:** .....

**DESIGNATION:** .....



## 1. Guidelines

Guidelines on the specifications for perishable foods ensures that only stock or food items that comply with required standards for acceptable quality are received and used in the food service units.

Perishables Foods should be delivered according to specifications for temperature, transportation & delivery times as specified.

All food delivered in terms of the contract should be subject to inspection and approval by the receiving officer at the delivery point.

The procedure concerning the taking and testing of samples of delivered products, as set out in the regulations made in terms of section 15 of the Agricultural Product Standard Act, 1990. Should be complied with.

The Department reserves the right to conduct inspections of the production process, the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering a contract.

In the event of a deviation being observed, the whole consignment should be rejected.

Food items not listed in the guidelines should be delivered in accordance with normal trade practice.

### GRAINS

List of grains: -

- Maize meal
- Rice
- Samp
- Flour
- Pasta: Macaroni & Spaghetti
- Dry beans

### Maize Meal Equivalent to white star, Iwisa, Ace or Tau

#### REQUIREMENTS:

- White maize meal shall be suitable for human consumption and shall be free from objectionable odours and flavour.
- The product must have a white creamy appearance.
- Maize meal should be fortified in accordance with the regulations relating to the fortification of foodstuffs.
- Always white and fluffy, quick and easy to cook, high in energy food and suitable for strict vegetarians.
- Mixing/Cooking Ratio =

#### PACKAGING AND LABELLING: -

- The product shall be packed in 10 kg pre-formed polyethylene bags which shall protect the contents against moisture absorption, flavour loss, insect and animal infestations.
- The product shall have six-month shelf life when stored under clean and dry conditions at room temperature.
- Nutritional information, expiry date, product name must appear on the package.
- The bags shall be labelled in accordance with the Foodstuffs.

### RICE- (White) Equivalent to tastic, speko or allsome

#### REQUIREMENTS: -

- Long-grain white parboiled, high-quality rice.
- The rice is hard, almost brittle in the dry state.
- The product shall not contain any foreign substances

#### PACKAGING AND LABELLING: -

- The rice shall be packed in 10kg polyethylene bags.
- The bags shall be strong enough to prevent any breakage or splits
- The bags shall be sealed, to protect the contents against microbial, insect and rodent infestation.
- Nutritional information, expiry date, product name must appear on the package.
- The maximum shelf life of the product shall be 24 months.
- The bags shall be labelled in accordance with the Foodstuffs.



### **SAMP Equivalent to Champion, iwisa or plaza**

#### **REQUIREMENTS: -**

- The Samp shall be of the finest choice grade.
- The kernel shall be cream coloured.
- The product shall be free of foreign matters, fine dirt and specks.

#### **PACKAGING AND LABELLING: -**

- The Samp shall be in 10kg polyethylene bags.
- The bags shall be strong enough to prevent any breakage or splits.
- The bags shall be sealed, to protect the contents against microbial, insect and rodent infestation.
- Nutritional information, expiry date, product name must appear on the package.
- The maximum shelf life of the product shall be 24 months.
- The bags shall be labelled in accordance with the Foodstuffs.

### **CAKE FLOUR**

#### **REQUIREMENTS: -**

- White cake flour should be fine white coloured powder
- It shall be free from objectionable flavours
- The product shall not contain substance originating from microorganisms in amounts which may present hazard to health

#### **PACKAGING AND LABELLING: -**

- The product shall be packed in sealed paper bags – 10 kg
- Nutritional information, expiry date, product name must appear on the package.
- The containers shall protect the contents against deterioration and contamination during normal storage, handling and transport
- The product shall have a minimum shelf of 6 months

### **LEGUMES – Dry beans Equivalent Econo, imbo, umngeni, plaza or ikhwezi**

#### **GENERAL REQUIREMENTS**

- The legumes shall comply with all applicable legal requirements and shall be of the finest grade possible.
- The product shall be free of all-extraneous matter, fine dirt and specks.
- The product shall be suitable for human consumption.

#### **MICROBIOLOGICAL REQUIREMENTS**

- The product shall not contain a substance originating from micro - organisms in amounts, which may represent hazard to health.
- Moulds and yeasts must be absent.

#### **PACKAGING AND LABELLING: -**

- The product shall be packed in sealed strong plastic bags - 10 kg
- Nutritional information, expiry date, product name must appear on the package.
- The containers shall protect the contents against deterioration and contamination during normal storage, handling and transport.
- The product shall have a minimum shelf life of 6 months.

### **PASTA equivalent to Fattis & Monis**

This specification covers plain **Macaroni and Spaghetti**.

#### **REQUIREMENTS: -**

- The product shall be uniform yellowish colour.
- The product is hard and brittle in dry state and shall be soft.
- The product shall have pleasant taste and odour.
- The product shall be free from foreign substances.



**PACKAGING AND LABELLING: -**

- The products are packed in 500g packs
- The containers shall protect the contents against deterioration and contamination during normal storage, handling and transport.
- The product shall have a minimum shelf life of 6 months.
- Nutritional information, expiry date, product name must appear on the package.

**BREAKFAST CEREALS**

- Weetbix
- Oats
- Sugar
- Matabele

This specification covers breakfast cereals.

**REQUIREMENTS: -**

- Weetbix must have the appearance and colour characteristics of its type and texture
- Shall be in the form of a crisp whole-wheat breakfast cereal biscuit and shall be toasted to golden brown colour.
- The product shall be free from objectionable, burnt or foreign tastes.
- The 900g must contain 48 biscuits inside.

**PACKAGING AND LABELLING: -**

- The product shall be packed in virgin high- density polyethylene and shall be marked and labelled.
- This packaging shall protect the product against moisture absorption, flavour loss and insect.
- The product shall be handled in such a way as to prevent the rupture of the packaging materials used.
- The weetbix shall be available in 900 g boxes.
- Nutritional information, expiry date, product name must appear on the package.

**OATS****REQUIREMENTS: -**

- Oats shall be free from objectionable, burnt or foreign tastes.

**PACKAGING AND LABELLING: -**

- The 25kg package shall be packed into multiply Kraft bags or some other suitable material and must be sealed properly and labelled.
- The bags shall be strong enough to prevent any breakage or splits.
- This packaging shall protect the product against moisture absorption, flavour loss and insect and animal infestations.
- Nutritional information, expiry date, product name must appear on the package.
- The product shall have at least six-month shelf life when stored under clean and dry conditions at room temperature.

**SUGAR (White)****REQUIREMENTS: -**

- Sugar dry, white granules prepared from sugar cane. (equivalent to Hullets)
- The granules shall be crystalline, uniform in size, and free from foreign material.
- It shall be reasonably free flowing and free from lumps.
- White sugar shall comply with applicable requirements in terms of the Foodstuffs.
- Must be the one where you use minimum teaspoons or spoons when sweetening – instant sweetness, extra fine, 1 standard cup = 1 teaspoon = 5ml or 4.2g, 1 cup = 250ml or 212g.

**PACKAGING AND LABELLING: -**

- White crystallized sugar shall be available in 12, 5 kg poly bags.
- The packaging must ensure that sugar does not absorb moisture resulting in the formation of lumps.
- Nutritional information, expiry date, product name must appear on the package.



- The product shall have at least shelf life of six months when stored under appropriate storage.

#### TRANSPORTATION AND DELIVERIES:

- Groceries must be delivered in a cool closed clean vehicle preferable a bakkie and packed in clean crates, free from mouldy particles
- Should be delivered on Monday to Thursday at 7:30- 12: 30 and from 13:30- 15:00 pm at the Main Stores

#### CREAMY SORGHUM MEAL (MATABELE) original flavour

##### REQUIREMENTS:

- The sorghum meal shall be suitable for human consumption.
- The product shall be in a flaked form and shall be chocolate brown colour.
- The product shall have a sweet, malty taste.
- The product shall be free from objectionable, burnt or foreign tastes.
- 

##### PACKAGING AND LABELLING:-

- The product shall be available in 10kg packs
- The product shall be packed in pre-formed polyethylene bags which shall protect the contents against moisture absorption, flavour loss and insect and animal infestations.
- Nutritional information, expiry date, product name must appear on the package.
- The shelf life of the product shall be no less than 6 (six) months from date of delivery.

##### TRANSPORTATION AND DELIVERIES:-

- Mabele must be delivered in a cool closed clean van / truck.
- Should be delivered on Monday to Friday between 8h00-13h00 and from 14h00 – 15h30.

ICN	Item	Approximate quantities per month	Approximately x 05 months
999968t8546828	Maize meal	36 x 10kg	180 x 10kg
999968t5703501	Rice	174 x 10kg	870 x 10kg
999968t4781124	Samp	50 x 10kg	250 x 10kg
999968t1417928	maltabele	36 x 10kg	180 x 10kg
999968u0861994	Cake Flour	2 x10kg	10 x10kg
89201802807081	Pasta-Macaroni	640 pkts x 500g	3200 x 500g
89201841796538	Pasta - Spaghetti	640 pkts x 500g	3200x 500g
999968u4538500	Dry beans	20 x 10kg	100 x 10kg
999968u0239083	Wheet bix	240 x 900g	1200x 900g
999968t1876580	Oats	12 x 25kg	60 x 25kg
89251800758538	Sugar white	140 x 12.5kg	700x 12.5kg

	SIGNATURE	DATE
REVIEWED BY:	N. Tshokotshi	18/03/2026
APPROVED BY RFQ COMMITTEE (CHAIRPERSON)	N. Mdolo	18/03/2026



**RETURNABLE SCHEDULE 5: PRICING SCHEDULE**

Company name: .....

Please complete the table below:

Please complete the table below:

DESCRIPTION	UNIT MEASURE	QTY PER MONTH	PRICE PER MONTH	PER	QTY X 05 MONTHS	COST X 05 MONTHS
Maize meal	10kg	36			180 x 10kg	
Rice	10kg	174			870 x 10kg	
Samp	10kg	50			250 x 10kg	
maltabele	10kg	36			180 x 10kg	
Cake Flour	10kg	2			10 x 10kg	
Macaroni	500g	640 pkts			3200 x 500g	
Spaghetti	500g	640 pkts			3200x 500g	
Dry beans	10kg	20			100 x 10kg	
Wheet bix	900g	240			1200x 900g	
Oats	25kg	12			60 x 25kg	
Sugar	12.5kg	140			700x 12.5kg	

R	
R	
R	
Own/ Self-Funding	ECDC Other

Signature			
Company Representative			
Company Director / Manager	Initial and surname	Signature	Date

Company official stamp



**RETURNABLE SCHEDULE 5: SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

NO.	ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

**\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

\*Delete if not applicable



CONTRACT FORM - PURCHASE OF GOODS/SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:.....	



**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
2. accept your bid under reference number .....dated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.  
 SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

**DATE** .....



**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of



- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**SCHEDULE 7: PREFERENCE POINTS CLAIM FORM**

**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.

combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = 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:

**80/20**

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	10% (2)	
Disability Ownership	10% (2)	
Military Veterans Ownership	10% (2)	
Locality Ownership	30% (6)	
<b>TOTAL</b>	<b>100% (20)</b>	

- 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 (CIPRO certificate) with id no.
  - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
  - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
  - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.
  - Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.
  - Locality Ownership: Proof of business address (municipal account or valid lease agreement)
  - 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
  - Y Partnership/Joint Venture / Consortium
  - Y One-person business/sole propriety



- Y Close corporation
- Y Public Company
- Y Personal Liability Company
- Y (Pty) Limited
- Y Non-Profit Company
- Y State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized 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:** .....

.....

.....

.....



## SCHEDULE 8: GENERAL CONDITIONS OF CONTRACT

### 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.

#### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

#### General Conditions of Contract



## 1. Definitions

1. The following terms shall be interpreted as indicated:
    - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
    - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
    - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
    - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 sub Service Providers) 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.
- 2.1 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. Application



- 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of Contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 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 analysis**
- 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 Service Provider 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

- 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

- 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

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:



- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of 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.
- 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 a 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 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.
- 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 Sub Service Provider(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 the 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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 accrued hereafter 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 wilful 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 there such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred, until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

	SIGNATURE	DATE
REVIEWED BY:	N. Tshokotshi	18/03/2026



APPROVED BY RFQ COMMITTEE (CHAIRPERSON)	N. Mdolo	18/03/2026
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