

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT: HEALTH

BID NUMBER: RCCH12/2025	CLOSING DATE: 01 SEPTEMBER 2025	CLOSING TIME: 11:00 AM
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FOR THE SUPPLY AND DELIVERY OF CANNED PROVISIONS FOR A THREE (3) YEAR PERIOD, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).

BID DOCUMENTS MUST BE POSTED TO:

RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL
SUPPLY CHAIN MANAGEMENT, ROOM 1 C,
ADMINISTRATION BUILDING, KLIPFONTEIN ROAD,
RONDEBOSCH, 7700

OR

DEPOSITED IN THE BID BOX SITUATED
IN:

THE FOYER, ADMINISTRATIVE BUILDING, MAIN
ENTRANCE, RED CROSS WAR MEMORIAL CHILDREN'S
HOSPITAL, KLIPFONTEIN ROAD, RONDEBOSCH, 7700.

The bid box will be accessible Monday to Friday from
07h30 till 15h30, 5 days a week excluding public
holidays.

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official **Ms. Shanice October at (021) 658 5158**, or email: rxh.bidsdepartment@westerncape.gov.za or **Ms Shade Dirks at (021) 658 5895**, or email: rxh.bidsdepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other than indicated on the envelope.

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4. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

Central Supplier Database	
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

5. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.
6. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document**.
8. **NB:** In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party **MUST** submit ALL MANDATORY documents. Failure to provide or comply with this requirement will render this bid invalid.
9. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.
10. Bidders must be duly **registered** on CSD at the **closing of the award**.

**** "duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, such a supplier will be suspended on the WCSEB.

11. This bid is subject to the **General Conditions of Contract (GCC)** issued by the National Treasury. Where applicable, additional **Special Conditions of Contract** will also apply. The **80/20** Preferential Procurement Point System will be used for the evaluation of this bid, where **80 points** will be allocated for price and **20 points** for specific goals as outlined in the bid documentation.
12. The following listed documents are required for your bid submission and **must be submitted in full and in the order suggested below. Failure to submit all the required documents and to fully comply with each requirement will render your bid invalid.** This includes all pages of the Bid Terms of Reference (ToR), which must be submitted in full:

<ul style="list-style-type: none"> WCBD 1 – The Bid. (FAILURE TO COMPLETE AND SIGN PART A & PART B FORMS WILL INVALIDATE YOUR BID.)
<ul style="list-style-type: none"> Instructions for Completing Bid Documents
<ul style="list-style-type: none"> Section A – Evaluation Criteria
<ul style="list-style-type: none"> WCBD 3.1 – Specification / your schedule of offers
<ul style="list-style-type: none"> WCBD 4 – Declaration of interest
<ul style="list-style-type: none"> WCBD 5 – National Industrial Participation Programme

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<ul style="list-style-type: none"> • Amended WCBD 6.1 – form to claim points as BEE contributor
<ul style="list-style-type: none"> • Sworn Affidavit – BBBEE Qualifying Small Enterprise
<ul style="list-style-type: none"> • BEE Certificate (valid original or certified copy)

13. Please refer to all technical/specification enquiries to **Ms. Melanie Coetzee** by email:
rxh.bidsdepartment@westerncape.gov.za



Acting Deputy Director: Finance and Supply Chain Management

Ms. Helena Van Graan

Date: 23 July 2025

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF HEALTH AND WELLNESS - RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL (RCWMCH)

BID NUMBER:	RCCH12/2025	CLOSING DATE:	01 SEPTEMBER 2025	CLOSING TIME:	11:00 AM
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DESCRIPTION	FOR THE SUPPLY AND DELIVERY OF CANNED PROVISIONS FOR A THREE (3) YEAR PERIOD, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT BID BOX SITUATED AT THE FOYER ADMINISTRATION BUILDING, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

THE FOYER, ADMINISTRATION BUILDING, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

CORNER MILNER ROAD AND KLIPFONTEIN ROAD

RONDEBOSCH

7700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MS. SHANICE OCTOBER	CONTACT PERSON	MS. M. COETZEE
TELEPHONE NUMBER	ENQUIRIES IN WRITING	TELEPHONE NUMBER	ENQUIRIES IN WRITING
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	rxh.bidsdepartment@westerncape.gov.za	E-MAIL ADDRESS	rxh.bidsdepartment@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELL PHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

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VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS Pin	AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 (WCB7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE STATE TO VIEW THE TAXPAYERS PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE 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 AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 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 CLOSED 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:

NAME AND SURNAME OF BIDDER:

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

DATE:

Contractor to initial.....

General Conditions for Completing and Submitting Bid Documents

Bidders are advised to read all pages of this bid document thoroughly and ensure complete compliance with all instructions, specifications, and requirements. This bid requires a formal, structured response to each section, particularly the Terms of Reference (TOR), using the compliance format provided.

No	REPLY: Comply / Does Not Comply	COMMENTS / ATTACHMENTS (If applicable)
1.	All documents and forms included in this bid invitation must be completed in full.	
2.	All information requested must be provided as per the requirements.	
3.	Each page of the entire bid, including attachments and supporting documents, must be consecutively numbered in the top right-hand corner.	
4.	The original numbering system of this bid document must be preserved. If alternatives or additional options are submitted, each must be presented separately with a complete description, clear reference to deviations, and supporting documentation.	
5.	The bid must be submitted under a cover page and a full table of contents, referencing all documents and their corresponding page numbers.	
6.	<p>The bid submission must be physically delivered in a printed hard copy format to the designated address by the stipulated closing date and time. No faxed, emailed, or electronic submissions will be accepted unless formally specified by the Department in writing.</p> <p>The submission must be enclosed in a sealed envelope or package, clearly marked as follows:</p> <ul style="list-style-type: none"> • BID NUMBER: RCCH12/2025 • DESCRIPTION: Supply and Delivery of canned provisions for a Three (3) Year Period • CLOSING DATE: 01 SEPTEMBER 2025 • CLOSING TIME: 11:00 AM • NAME OF BIDDING COMPANY <p>If the bid consists of multiple documents or volumes, each must be clearly labelled (e.g., "Volume 1 of 3").</p> <ul style="list-style-type: none"> • The bid must be deposited in the official tender box at the following location: • Red Cross War Memorial Children's Hospital • Procurement Office / Official Bid Box <p>BIDDERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THEIR BID IS SUBMITTED BEFORE THE CLOSING DATE AND TIME. LATE SUBMISSIONS, REGARDLESS OF CAUSE (E.G., COURIER DELAYS, TRAFFIC, OR MISDELIVERY), WILL NOT BE ACCEPTED OR CONSIDERED.</p>	

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	<ul style="list-style-type: none"> After bid closure a written acknowledgment of submission can be requested at the point of delivery. However, the Department will not take responsibility for bids delivered to the wrong address or outside of the designated tender box. Bids must remain valid for a minimum period of 60 calendar days from the closing date unless otherwise stated in the bid document. Failure to comply with the submission format, labeling, packaging, or delivery requirements may render the bid non-responsive and subject to disqualification. 	
7.	A written declaration must accompany the submission, confirming that the bid is a true and complete copy of the original and includes all annexures and attachments submitted to the Department.	
8.	The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.	
9.	A response of “Noted” SHALL be interpreted as “Comply” In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
10.	<p>Items not completed in the prescribed manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion from the tender evaluation process.</p> <p>Incomplete, ambiguous, or incorrectly completed responses – including failure to respond to each subsection using the required format (“REPLY: COMPLY / DOES NOT COMPLY – Add comments or attachments as required”) – will negatively impact the responsiveness of the bid.</p> <p>The evaluation committee reserves the right to:</p> <ul style="list-style-type: none"> Disqualify the bid if the required documentation, declarations, or compliance responses are not submitted as instructed. Disregard any responses that are vague, contradictory, incomplete, or not substantiated with supporting documentation (where required). Reject any bid in its entirety where the extent of non-compliance suggests the bidder has not sufficiently understood or engaged with the bid requirements. <p>Bidders are therefore strongly advised to:</p> <ul style="list-style-type: none"> Review each section thoroughly and ensure full, accurate responses. Cross-reference any supporting attachments clearly and consistently. Seek clarification from the Department before the closing date, if any aspect of the bid requirements is unclear. 	

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	Failure to comply with the structure, format, and response instructions may result in the bid being deemed non-responsive and excluded from further consideration.	
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SECTION A: EVALUATION CRITERIA

ADJUDICATING PROCESS	COMPLY YES / NO	NOTES
1. This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.		
2. Preference point will be allocated in terms of the balanced scorecard. Bidders must provide a valid BEE certificate at the close of bid.		
3. However, only bids which are found to be acceptable will be allocated Preference Points.		
EVALUATION CRITERIA	COMPLY YES / NO	NOTES
<i>Bids will be deemed to be acceptable if (Inter Alia):</i>		
1. Compliant with Condition and Legitimacy Test.		
2. Central Suppliers Database. Bidders are to be registered on the Central Supplier Database.		
3. Compliant with the Specification.		
4. Compliant with latent and other factors which may affect the award of the bid.		

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of the bid that the Tax Status of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. To meet this requirement bidders are required to complete in full the attached form TCC 003 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office Nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of one (1) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid.
Certified copies of the Tax Clearance Certificate will be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 003 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. To use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

Please confirm that you are duly registered on the **Central Supplier Database**.

YES/NO

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GENERAL INFORMATION FOR PROSPECTIVE BIDDERS: (APPLICABLE TO SUPPLY AND DELIVERY CONTRACTS – RCCH12/2025)

THE FOLLOWING LEGISLATIVE FRAMEWORK AND OPERATIONAL RESPONSIBILITIES ARE PROVIDED TO GUIDE PROSPECTIVE BIDDERS IN UNDERSTANDING THE LEGAL AND PROCEDURAL REQUIREMENTS ASSOCIATED WITH THIS BID:

1. Occupational Health and Safety Act (Act 85 of 1993) – Application to This Bid

The Occupational Health and Safety Act (OHSA) and all applicable regulations, including those formerly enacted under the Machinery and Occupational Safety Act No. 6 of 1983, apply to this bid. In the context of this tender, the OHSA governs safe practices in:

- The handling, transportation, and delivery of canned provisions;
- Vehicle maintenance and hygiene;
- Driver and personnel safety;
- Loading and unloading at Red Cross War Memorial Children's Hospital (RCWMCH).

Bidders must ensure that their operations and personnel comply fully with these safety standards at all stages of service delivery.

2. Definition of "Mandatory"

Under OHSA, the term *mandatory* refers to any agent, contractor, or subcontractor who performs work on behalf of the principal (i.e., RCWMCH).

Important: Any subcontracted delivery services or suppliers used by the bidder are considered mandatories and are independently responsible for adhering to relevant laws and safety standards.

3. Section 37: Employer Responsibility for Mandatories

Section 37 of the OHSA provides that a principal may be held liable for the unlawful acts or omissions of their mandatories unless a written agreement is in place, clearly outlining compliance responsibilities.

Note: Bidders using third-party logistics providers, subcontractors, or external packers must ensure that formal written agreements exist, outlining obligations relating to:

- Food safety
- Transport hygiene
- Regulatory compliance
- Occupational health and safety

Failure to have such agreements may expose the bidder to liability and affect contract performance.

4. Contractual Compliance with Related Documentation

All documentation attached to or referenced in the agreement (bid specifications, regulations, certifications, etc.) forms an integral part of the contract.

These include but are not limited to:

- Regulation R638 on food premises hygiene;

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- Valid Certificate of Acceptability (COA) for transport vehicles;
- Valid Halaal certifications where applicable;
- Any other compliance certificates or safety audits requested by RCWMCH.

Bidders are responsible for ensuring they are familiar with and compliant with all such documents at the time of bidding and throughout the contract period.

5. Familiarisation with Safety and Hygiene Provisions

All mandatories must be familiar with the OHSa provisions relevant to their scope of work, particularly those involving:

- Safe and hygienic handling of food items;
- Temperature control and pest prevention in transport;
- Personal protective equipment (PPE) and hygiene for delivery personnel;
- Preventing cross-contamination during storage and delivery.

6. Responsibility for Subcontractors (Downstream Compliance)

If a bidder appoints a subcontractor (i.e., a secondary mandatory), the same requirements must be applied. Bidders must ensure these parties:

- Sign equivalent written agreements;
- Comply with food safety and health regulations;
- Maintain documented proof of such compliance.

RCWMCH reserves the right to request such documentation at any time.

7. Disruption or Inability to Perform

The bidder (or their mandatory) is obligated to immediately notify RCWMCH in writing in the event they are unable to perform any part of their contractual obligations.

However, RCWMCH reserves the right to take necessary corrective action, including:

- Sourcing goods from alternative suppliers;
- Withholding payment;
- Imposing penalties (as per tender terms).

CLEAR COMMUNICATION AND CONTINGENCY PLANNING ARE ESSENTIAL TO PREVENT DISRUPTIONS TO THE HOSPITAL'S CRITICAL FOOD SUPPLY CHAIN.

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WESTERN CAPE DEPARTMENT OF HEALTH RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

**FOR THE SUPPLY AND DELIVERY OF CANNED PROVISIONS FOR A THREE (3)
YEAR PERIOD, AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.**

BID NUMBER: RCCH12/2025

NAME OF BIDDING COMPANY.....

NAME OF PRODUCT OFFERED.....

NAME OF BIDDER / CONTACT PERSON

CONTACT NUMBER.....(w)..... (cell)

IMPORTANT NOTE:

- THE "DETAILS OF OFFER" SECTION BELOW MUST BE COMPLETED IN FULL.
- FAILURE TO COMPLETE ANY SECTION WILL RESULT IN THE OFFER NOT BEING CONSIDERED.
- THE BIDDER MUST INDICATE "COMPLY" OR "DOES NOT COMPLY" NEXT TO EACH CLAUSE AND PROVIDE ADDITIONAL INFORMATION WHERE REQUESTED.

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NOTE TO BIDDERS:

ALL BIDDERS ARE REQUIRED TO CLEARLY INDICATE COMPLIANCE WITH EACH SPECIFIED REQUIREMENT LISTED IN THE BID SPECIFICATIONS. THIS INCLUDES BUT IS NOT LIMITED TO PRODUCT COMPOSITION, PACKAGING, LABELLING, SHELF LIFE, SIZE/VOLUME (E.G., 410G CANS), REGULATORY COMPLIANCE (E.G., FOOD SAFETY LEGISLATION), AND DELIVERY STANDARDS.

- FOR EACH BLOCK OF SPECIFICATIONS, BIDDERS MUST INDICATE “**COMPLY**” OR “**DOES NOT COMPLY**” IN THE CORRESPONDING “DETAILS OF OFFER” COLUMN.
- WHERE **NON-COMPLIANCE OR DEVIATIONS** EXIST, FULL AND DETAILED **JUSTIFICATION** MUST BE PROVIDED.
- IF THE SPACE PROVIDED IN THE BID DOCUMENT IS INSUFFICIENT TO EXPLAIN ANY DEVIATIONS, PLEASE ATTACH A SEPARATE SUPPORTING SHEET, CLEARLY REFERENCING THE RELEVANT PARAGRAPH OR SPECIFICATION CLAUSE.

IMPORTANT:

FAILURE TO DISCLOSE OR EXPLAIN MATERIAL DEVIATIONS MAY LEAD TO DISQUALIFICATION. THE BID EVALUATION COMMITTEE (BEC) WILL ASSESS WHETHER ANY DEVIATION IS MINOR (NON-MATERIAL) OR MATERIAL IN NATURE, AND WHETHER IT IMPACTS PRODUCT SAFETY, NUTRITIONAL VALUE, COMPLIANCE, OR SUITABILITY FOR USE AT A PAEDIATRIC FACILITY.

IN PARTICULAR, PLEASE ENSURE THAT DEVIATIONS ARE ADDRESSED FOR THE FOLLOWING:

- PRODUCT WEIGHTS AND TOLERANCES, IN LINE WITH SANS 458:2011 AND THE LEGAL METROLOGY ACT
- HALAAL CERTIFICATION AND FOOD SAFETY HANDLING PROTOCOLS
- LABELLING STANDARDS INCLUDING ALLERGEN DECLARATIONS, EXPIRY DATES, AND NUTRITIONAL BREAKDOWNS
- PACKAGING CONDITIONS AND ACCEPTABILITY (E.G., NO DENTED, RUSTED, OR DAMAGED CANS)
- VAT TREATMENT (E.G., WHERE ITEMS ARE ZERO-RATED UNDER SECTION 11(1)(J) OF THE VAT ACT)

BY COMPLETING EACH SECTION, BIDDERS CONFIRMS THAT THEIR PRODUCTS AND PROCESSES MEET THE REQUIRED STANDARDS, OR THEY PROVIDE VALID GROUNDS FOR ANY EXCEPTIONS.

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1.	SCOPE	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required
1.1	This specification establishes the requirements for the supply and delivery of canned provisions for a three (3)-year period at Red Cross War Memorial Children's Hospital.	
1.2	The required quantities are estimated and RCWMCH reserves the right to increase or decrease the quantities based on the hospital's requirements and patient volumes.	
1.3	The deliveries should be made on receipt of an official order number and deliveries should be made to RCWMCH only.	
2	REGULATORY COMPLIANCE AND LEGAL FRAMEWORK	
<p><i>The onus is on the prospective bidder to ensure full compliance with all current and future legislative, regulatory, and policy frameworks applicable to the scope of this bid. Compliance with these provisions is mandatory and forms a non-negotiable component of both the technical specification and the bid evaluation process.</i></p> <ul style="list-style-type: none"> The successful bidder must maintain continuous compliance throughout the duration of the contract. At a minimum, the bidder must adhere to the following applicable legal, regulatory, and industry-specific frameworks, including but not limited to: 		
2.1	<p>The bidder must comply with all applicable legislative and regulatory requirements relating to the handling, packaging, storage, transportation, and delivery of canned provisions for human consumption, including but not limited to:</p> <ul style="list-style-type: none"> Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) Occupational Health and Safety Act, 1993 (Act 85 of 1993) National Health Act, 2003 (Act 61 of 2003) Consumer Protection Act, 2008 (Act 68 of 2008) Agricultural Product Standards Act, 1990 (Act 119 of 1990) Legal Metrology Act, 2014 (Act 9 of 2014) SANS 289: Prepackaged Products; Requirements for Labelling and Net Quantities SANS 458: Permissible Tolerances on Quantities of Goods The National Treasury Regulations (NTR) and Preferential Procurement Regulations (PPR) Applicable policies and circulars issued by Provincial Treasury (PTR) or National Treasury Any relevant municipal health, food safety, environmental, or transport regulations Any other relevant national or municipal health, food safety, transport, or environmental regulations that may apply during the contract period. <p>Failure to comply with any of the above may result in disqualification, contract termination, or further legal consequences as determined by the Red Cross War Memorial Children's Hospital and the Western Cape Department of Health & Wellness.</p> <p>VEHICLES MUST BE:</p> <ul style="list-style-type: none"> Clean, regularly sanitized, and well maintained; 	

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	<ul style="list-style-type: none"> • Temperature-controlled, where required for product stability; • Free from contamination or cross-contamination risks (e.g., segregation of food and chemicals); • Clearly marked/labeled to indicate use for food transport only; • Compliant with hygiene and transportation standards for perishable and canned goods. 	
2.1.2	The bidder must comply with Regulations R638 of 22 June 2018, governing general hygiene requirements for food premises, the transport of food, and related matters, issued under the Foodstuffs, Cosmetics and Disinfectants Act	
2.1.3	The Vehicle registration number of the transporting vehicle must correspond with the Certificate of Acceptability (COA) issued for food transportation to ensure that the vehicle meets the necessary food safety and hygiene standards.	
2.1.4	The bidder must remain aware of and comply with any amendments or new legislation introduced during the contract period that affects the supply, transportation, storage, and handling of food products.	
2.1.5	Failure to comply with any legislative updates or additional statutory requirements may result in termination of contract, penalties, or disqualification from future bids.	
2.1.6	General Conditions of Contract (GCC) <ul style="list-style-type: none"> • The General Conditions of Contract (GCC) issued by the National Treasury apply to this bid and form part of the agreement with the successful bidder. • No alterations, deletions, or substitutions to the GCC or the bid specification will be permitted. Any attempt to do so will render the bid non-responsive. • Bidders must confirm their acceptance of the GCC in the compliance section and must not submit alternative terms or conditions 	
3	REQUIREMENTS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required
3.1	The Bidder shall indicate if offered complies with the stated requirements, by indicating, " Comply " or " Does not comply " next to the corresponding clauses;	
3.2	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;	
3.3	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
3.4	All responses shall be clear and legible;	
3.5	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid;	
3.6	Details shall be supplied where asked. This detail shall be considered during the adjudication process;	
3.7	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer;	
3.8	Payment will take place ONLY once per month. The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30 days of submission of the invoice at the end of the month in which the service was provided.	

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3.9	EVALUATION OF DEVIATIONS FROM SPECIFICATIONS:	NOTES
3.9.1	<p>IN LINE WITH THE SUPPLY CHAIN MANAGEMENT (SCM) FRAMEWORK AND THE PUBLIC FINANCE MANAGEMENT ACT (PFMA), ALL BIDS SUBMITTED UNDER THIS TENDER WILL BE EVALUATED FOR COMPLIANCE WITH THE PRESCRIBED TECHNICAL SPECIFICATIONS AND PROCUREMENT OBJECTIVES OUTLINED IN THIS DOCUMENT. WHETHER DEVIATIONS FROM THE SPECIFICATIONS ARE CONSIDERED MATERIAL WILL BE DETERMINED BY THE BID EVALUATION COMMITTEE (BEC). A MATERIAL DEVIATION IS DEFINED AS ANY VARIATION IN</p> <p>THE BID THAT MAY AFFECT THE SAFETY, QUALITY, SHELF LIFE, REGULATORY COMPLIANCE, OR OVERALL SUITABILITY OF THE CANNED PROVISIONS INTENDED FOR USE AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.</p> <p>According to SANS 458:2011, the allowable tolerance for net fill quantities of prepackaged foods is $\pm 5\%$ of the nominal weight. Deviations within this range may be considered non-material, provided all other requirements such as labeling, quality, and safety are met.</p>	
3.9.2	<p>THE BEC RESERVES THE RIGHT TO PERMIT MINOR DEVIATIONS FROM THE SPECIFICATION, PROVIDED SUCH DEVIATIONS:</p> <ul style="list-style-type: none"> • Do not compromise the health and safety of end-users (patients and staff), • Do not affect the nutritional value, labelling standards, or product integrity, • Do not impact delivery timelines or storage requirements, • And do not contradict food safety legislation, including HACCP, R638, or the Foodstuffs, Cosmetics and Disinfectants Act. 	
3.9.3	<p>ALL SUBMITTED BIDS WILL BE ASSESSED AGAINST THE EVALUATION CRITERIA OUTLINED IN THIS TENDER DOCUMENT, WITH SPECIFIC EMPHASIS ON:</p> <ul style="list-style-type: none"> • Product quality and shelf life, including compliance with SANS 458 net weight tolerances; • Regulatory and Halaal compliance (e.g., food safety, Halaal certification); • Suitability for paediatric consumption, • Cost-effectiveness, • Supplier capacity and logistics capability. <p>Any material deviation that compromises the efficacy, safety, traceability, or reliability of the canned goods will be grounds for rejection of the bid.</p>	

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	<p>The BEC remains committed to transparency, fairness, and adherence to best procurement practices. While minor technical variances such as net weight deviations within SANS 458 tolerance may be accepted, only those that do not compromise core functionality, safety, or performance will be considered. The ultimate goal is to ensure the supply of safe, reliable, and nutritionally appropriate canned provisions for the patients at Red Cross War Memorial Children's Hospital</p>	
4.	<p>SPECIFICATIONS</p>	<p>REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW</p> <p>Add comments or attachments as required</p>
4.1.1	<p><u>CANNED BUTTER BEANS 3kg – 3.06kg:</u></p> <ul style="list-style-type: none"> The size of the can must not be less than 3kg and not more than 3.06kg. The nutritional breakdown needs to be indicated on the label and the ingredients needs to be listed on the can. No cans that are dented, rusted or damaged will be accepted and will be duly returned. Similar or equivalent to Rhodes, Koo, All Gold, Liberty and Aro will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. The butter beans must have no excessively sweet or salty taste. <p>LABELLING:</p> <ul style="list-style-type: none"> The cans must have the manufacture date and best before date and must be valid for three years. The label should have instructions on it. The label must also indicate the potential allergens. 	
4.1.2	<p><u>BAKED BEANS IN TOMATO SAUCE 3kg – 3.06kg:</u></p> <ul style="list-style-type: none"> The size of the can must not be less than 3kg and not more than 3.06kg. The nutritional breakdown needs to be indicated on the label and ingredients needs to be listed on the can. No cans that are dented, rusted or damaged will be accepted and will be duly returned. Similar or equivalent to Rhodes, Koo, All Gold, Aro and Liberty will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. The baked beans must have no excessively sweet or salty taste. <p>LABELLING:</p> <ul style="list-style-type: none"> The cans must have the manufacture date and best before date and must be valid for three years. The label should have instructions on it. The label must also indicate the potential allergens. 	
4.1.3	<p><u>CANNED SWEET CORN CREAM STYLE 410G:</u></p> <ul style="list-style-type: none"> The size of the can must not be less or more than 410g. Similar or equivalent to Goldreef, Silverleaf, Rhodes, Koo, First Value and Liberty will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The product must be composed of kernels of corn packed in slightly sweetened creamy brine. The kernels should be soft textured and free from extraneous vegetable matter or any 	

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	<p>foreign objects or objectional flavours.</p> <p>LABELLING:</p> <ul style="list-style-type: none"> • The product must indicate 410g on the tin. • The nutritional breakdown must be indicated. • No cans that are dented, rusted or damaged will be duly accepted and will be duly returned. • The cans must have the manufacture date and best before date and must be valid for three years. • The label should have instructions on it. • The label must also indicate the potential allergens. 	
4.1.4	<p><u>TOMATO PASTE TIN, 3.0 - 3.15KG:</u></p> <ul style="list-style-type: none"> • The size of the can must not be less than 3kg and not more than 3.15kg. • Similar or equivalent to All Gold, Liberty, Every Day, Aro, Koo or Rhodes will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> • The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> • No cans that are dented, rusted or damaged will be duly accepted and will be duly returned. • The cans must have the manufacture date and best before date and must be valid for three years. • The label must indicate the brand, the words, "tomato paste", the ingredient list, and other manufacturers details. 	
4.1.5	<p><u>TOMATO PUREE TIN 410g:</u></p> <ul style="list-style-type: none"> • The size of the can must not be less or more than 410g. • Similar or equivalent to Goldreef, Silverleaf, Rhodes, Aro, Koo, First Value and Liberty will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> • The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> • The nutritional breakdown must be indicated. • No cans that are dented, rusted or damaged will be duly accepted and will be duly returned. • The cans must have the manufacture date and best before date and must be valid for three years. • The label must also indicate the potential allergens. 	
4.1.6	<p><u>FISH, CANNED, MINCED, BONELESS, 410G:</u></p> <ul style="list-style-type: none"> • The size of the can must not be less or more than 410g. • Similar or equivalent to Lucky Star, Glenryck and Saldanha minced pilchards will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> • The fish must be minced already. • The fish pilchard should be boneless for use for small children. • The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> • The cans must be free from rust, dents or any disorders which may detrimentally affect the quality of the product. • The label must indicate the words, "minced pilchards". • The label must provide the ingredient list, nutritional breakdown, expiry dates, and manufacturer details. • The cans must have the manufacture date and best before date and must be valid for three years. • The label must also indicate the potential allergens. 	
4.1.7	<p><u>FISH TUNA IN WATER TIN 1.7G/ 1700G:</u></p> <ul style="list-style-type: none"> • The size of the can must not be less or more than 1.7kg. 	

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	<ul style="list-style-type: none"> Similar or equivalent to Liberty, Austin and Lucky Star will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The drained weight must 1.2kg. The ingredients must be tuna fish, water & salt. The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> The label must indicate words "light meat shredded tuna in water or salt water". The cans must have the manufacture date and best before date and must be valid for three years. The cans must be free from rust, dents or any disorders which may detrimentally affect the quality of the product. The label must also indicate the potential allergens. 	
4.1.8	<p><u>CANNED SMOOTH APRICOT JAM, 900G:</u></p> <ul style="list-style-type: none"> The size of the can must not be less or more than 900g. Similar or equivalent to Koo, Rhodes, Spar, Econo and All Gold will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> The nutritional breakdown must be indicated. No cans that are dented, rusted, or damaged will be accepted and be duly returned. The cans must have the manufacture date and best before date and must be valid for three years. The label should have instructions on it. The label must also indicate the potential allergens. 	
4.1.9	<p><u>FRUIT CANNED PEACHES IN SYRUP 3KG – 3.06KG:</u></p> <ul style="list-style-type: none"> Similar or equivalent to Goldreef, Silverleaf, Rhodes, Koo, Liberty will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The product must indicate net mass of 3kg-3.06kg, and drained mass not less than 1.83kg. The fruit must not be cooked too soft, which is able to be mashed; it must still be firm to the cut, neat slices. The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> The nutritional breakdown must be indicated. No cans that are dented, rusted, or damaged will be accepted and will be duly returned. The cans must have the manufacture date and best before date and must be valid for three years. The label should have instructions on it. Label must also indicate the potential allergens. 	
4.1.10	<p><u>FRUIT CANNED PEARS HALVES IN SYRUP 3KG-3.06KG:</u></p> <ul style="list-style-type: none"> Similar or equivalent to Goldreef, Silverleaf, Rhodes, Koo and Liberty will be acceptable. <p>PHYSICAL QUALITY:</p> <ul style="list-style-type: none"> The product must indicate 3kg-3.06kg on the tin and drained mass not less than 1.83kg. The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. <p>LABELLING:</p> <ul style="list-style-type: none"> The nutritional breakdown must be indicated. No cans that are dented, rusted, or damaged will be 	

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	<p>accepted and will be duly returned.</p> <ul style="list-style-type: none"> The cans must have the manufacture date and best before date and must be valid for three years. Label should have instructions on it. Label must also indicate the potential allergens. 	
4.1.11	<p>CANNED COFFEE, INSTANT, 750G</p> <ul style="list-style-type: none"> The coffee should be brown, dry fine or course or smooth granules before mixing with water. The product should be packed in a rigid steel lacquered can, consisting of steel with a layer of tin. The primary lid must be discardable, easy to open aluminium foil type. A tab should be attached to pull the primary lid off easily. The primary lid should ensure that the can is air-and moisture tight. The secondary lid must easy to reseal to prevent moisture and air after removal of the primary lid. The product must be similar or equal to Ricoffy or Frisco. <p>LABELLING:</p> <ul style="list-style-type: none"> No cans that are dented, rusted or damaged will be accepted and will be duly returned. The raw materials should be suitable for human consumption and should be free from objectionable odours and flavours. The cans must have the manufacture date and best before date and must be valid for three years. The label should have instructions on it The label should show the ingredient list and nutritional breakdown and preparation method. 	
6	DELIVERY REQUIREMENTS	<p>REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW</p> <p>Add comments or attachments as required</p>
6.1	The delivery truck will be subject to inspection by the Hospital officials on a random basis.	
6.2	Deliveries to the Main Stores at RCWMCH from Monday to Friday between 7h30 - 12h30 or 13h30 - 15h00pm as requested on ordering a copy.	
6.3	Delivery should be made as per request on the day agreed between the supplier and the Main Stores at RCWMCH.	
6.4	The Hospital may order as per request if an urgent need arise.	
6.5	Delivery amounts will be set by the Provisioning Stores the supplier may NOT deviate from the order unless requested.	
7	SERVICE PROVISION REQUIREMENTS	<p>REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW</p> <p>Add comments or attachments as required</p>
7.1	The Main Stores will place requests deliveries. The supplier should adhere to the delivery frequency provided and times as set by the RCWMCH.	
7.2	The bidder will be issued with one (1) order per annum.	
7.3	The Hospital reserves the right to conduct site visits as part of functionality testing, to ascertain the bidder's ability to provide the products in accordance with the specifications as set out in the tender document. The supplier will be given 24 hours' notice.	
		REPLY: COMPLY/DOES NOT

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8	COMPULSORY REQUIREMENTS	COMPLY IN THE BOXES BELOW Add comments or attachments as required
8.1	The following requirements must be submitted with the bid:	
8.1.1	Food Acceptability Certificate in your company name is valid within regulation R638 published on the 22 June 2018, which replaced the R962 of 2012.	
8.1.2	A Valid Halaal Certificate in your company name, endorsed by the Muslim judicial council in South Africa for the products that is being provided such as groceries registered in the supplier's name.	
8.1.3	<p><u>QUALITY CONTROL AND FOOD SAFETY COMPLIANCE</u></p> <p>HACCP certificate (Hazard Analysis Critical Control Points). The successful contractor must implement and maintain a food safety management system based on Hazard Analysis and Critical Control Points (HACCP) principles, as required under food safety regulations.</p> <ul style="list-style-type: none"> • If the contractor is directly involved in the handling, packaging, or distribution of the fresh produce, a valid HACCP certificate must be submitted with the bid. • If the contractor is not directly involved in these activities, they must: • Provide proof that all suppliers, subcontractors, or logistics providers involved in handling or distribution are HACCP-certified; and • Maintain documented agreements with these parties to ensure that HACCP standards are upheld throughout the supply chain. • A letter of agreement between manufacturer/distributor <p>LABORATORY TESTING</p> <ul style="list-style-type: none"> • The contractor must ensure that periodic microbial and safety testing is conducted by a SANAS-accredited laboratory or equivalent. • Testing costs will be borne by the contractor and results must be made available to the Department upon request. • Testing must cover, but not be limited to: <i>total bacterial count, E. coli, Salmonella, Listeria</i>, and other relevant contaminants. <p>TRACEABILITY AND RECALL PROCEDURES</p> <p>The contractor must implement and maintain a product traceability system and recall procedure in case of contamination or food safety risks. This must be aligned with best practices and relevant food legislation.</p> <p>SITE AUDITS AND INSPECTIONS</p> <ul style="list-style-type: none"> • The Department reserves the right to conduct inspections or request third-party audits at any time during the contract period. • Refusal to grant access or cooperate during inspections may lead to disqualification or termination of the contract. 	

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	Non-Compliance Consequences Failure to comply with HACCP principles, maintain required documentation, or meet food safety standards will result in: <ul style="list-style-type: none"> • Formal non-compliance notices; • Withholding of payments until rectified; • Possible contract termination or blacklisting for future tenders. 	
9	SITE AND TRANSPORTATION INSPECTION	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required
9.1	Kindly refer to Annexure A on pages below for the (Site and Transportation Checklist) that will be used when the Hospital comes to inspect your premises. Inspection on Bidders premises will only occur to Bidder that has progressed to Stage 2 of the Evaluations.	
9.2	The hospital will conduct random Transport Inspections to delivery vehicles as per Annexure B on page 25.	
10.	PENALTIES	
10.1	The hospital shall pay to the Contractor the quoted price for the goods supplied, with the hospital retaining the right to deduct from the monthly payments, in the event of the Contractor failing to render a satisfactory service due to an oversight, negligence on the part of the Contractors or lack of supervision, an amount equivalent to 0.5% of the monthly payment.	

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1. EVALUATION OF BIDS

This bid will be evaluated in the following stages:

- Stage 1: Compliance with the specifications and bid requirements.
- Stage 2: Picture Sample Evaluation.
- Stage 3: Preferential procurement evaluation / price.

Stage 1: Compliance with the specifications and bid requirements

This stage involves the **administrative and regulatory compliance** check to ensure that all bids meet the **minimum eligibility criteria**. These include, but are not limited to:

- Registration on the Central Supplier Database (CSD);
- Submission of the bid before the closing date and time;
- Completion and submission of all required bid documentation, including:
 - Fully completed pricing schedule;
 - Declaration forms (WCBD4 forms, WCBD6.1, etc)
 - Food safety and transport certificates (e.g., COA, Valid Halaal Certificate, etc.);
 - Signed acceptance of bid terms and conditions;
 - Any additional supporting documentation as required.

Note: Failure to comply with any bid requirement will result in the bid being disqualified at this stage and not progressing to further evaluation.

Stage 2: Picture Sample Evaluation

Bidders who are compliant in Stage 1 will be invited to participate in the **product sample evaluation**, conducted via **picture submissions**.

Requirements:

- **Colour pictures** of the **front, back, and bottom** of **each item** offered must be submitted.
- The label must be **clearly visible** and legible, showing:
 - Product name and weight;
 - Nutritional information;
 - Manufacture and expiry/best-before dates;
 - List of ingredients and allergens;
 - Brand name and product code (where applicable).
- **Tin/can condition must also be visible (i.e., no dents, rust, or damage).**

The purpose of this evaluation is to verify:

- Conformance with technical specifications;
- Brand equivalence;
- Labelling compliance;
- Packaging quality and condition.

Note: Failure to submit complete and compliant picture samples may result in disqualification at this stage.

Stage 3: Preferential procurement evaluation / price

Bids that pass the first two stages will be evaluated on the basis of **price and preferential procurement points** as per the **80/20 preference point system**:

- **80 points** will be allocated for price;
- **20 points** will be allocated for **specific goals**, which may include:

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- Level of B-BBEE contributor status;
- Promotion of local enterprise;
- Ownership by historically disadvantaged individuals.

Award Methodology:

This is a single supplier award. One bidder will be appointed to supply all items listed in the specification. The total cost across all line items will be used to evaluate offers.

The bidder with the highest total points (price + preference) will be recommended for appointment.

- RCWMCH reserves the right to conduct unannounced site visits to the distributor, warehouse, or manufacturer:
 - During the evaluation phase; and/or
 - At any point during the contract period.

These inspections may assess:

- Storage conditions;
- Stock control systems;
- Hygiene and safety protocols;
- Product availability and quality assurance procedures.

VAT AND TAX INFORMATION

in terms of Section 11(1)(j) of the Value-Added Tax Act No. 89 of 1991, certain foodstuffs, including specific canned fish products that are processed solely for preservation in their natural state, qualify for zero-rated VAT treatment.

Based on SARS guidance and the VAT Act provisions, the following VAT classification applies to the items in this bid:

Item No.	Canned Provisions	VAT Status
1.1	CANNED BUTTER BEANS	Standard-rated
1.2	BAKED BEANS IN TOMATO SAUCE	Standard-rated
1.3	CANNED SWEET CORN CREAM STYLE	Standard-rated
1.4	TOMATO PASTE TIN	Standard-rated
1.5	TOMATO PUREE TIN	Standard-rated
1.6	FISH, CANNED, MINCED, BONELESS	Zero-rated
1.7	FISH TUNA IN WATER TIN	Zero-rated
1.8	CANNED SMOOTH APRICOT JAM	Standard-rated
1.09	FRUIT CANNED PEACHES SLICED	Standard-rated
1.10	FRUIT CANNED PEARS HALVES	Standard-rated
1.11	CANNED COFFEE, INSTANT	Standard-rated
NOTE: ONLY ITEMS 1.6 AND 1.7 MEET THE CRITERIA FOR ZERO-RATING UNDER SCHEDULE 2, PART B OF THE VAT ACT, AS THEY ARE PROCESSED SOLELY FOR PRESERVATION AND NOT MATERIALLY ALTERED.		

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IMPORTANT INSTRUCTIONS TO PROSPECTIVE BIDDERS:

1. Apply 0% VAT only to Item 1.6 and Item 1.7 in the pricing schedule and tax invoices.
2. Apply standard-rated VAT (currently 15%) to all other items listed above.
3. Clearly distinguish zero-rated and standard-rated items in all invoices and pricing documents to ensure compliance with Section 11(3) of the VAT Act.
4. Provide supporting documentation if requested during the evaluation phase. This may include SARS VAT classification confirmations, sample tax invoices, or other relevant certifications.

FAILURE TO APPLY CORRECT VAT TREATMENT MAY RESULT IN BID DISQUALIFICATION OR POST-AWARD CORRECTIONS AT THE BIDDER'S EXPENSE.

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WESTERN CAPE DEPARTMENT OF HEALTH RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

BID: RCCH12/2025 - FOR THE SUPPLY AND DELIVERY OF CANNED PROVISIONS

END-USER FEEDBACK - TRANSPORTATION & HALAAL COMPLIANCE CHECKLIST

Bidder's name:	
Address:	
Date of inspection:	
Inspector's name:	

Halaal and COA Certificate Requirements	Response Options	Comments/Additional Input
Halaal certification: Verify current Halaal certification from a recognized certifying authority in bidder's name.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certificate visibly displayed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Food Acceptability	Response Options	Comments/Additional Input
Product handling: Ensure proper handling, storage, and transportation of Halaal products.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Transportation & Delivery Requirements	Response Options	Comments/Additional Input
Delivery vehicles clean and sanitized	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Vehicles appropriate for food: sealed and enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Temperature control (if necessary)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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COA registration matches vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Equipment clean and well-maintained	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Dedicated food transport (no cross-contamination)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Product Handling on Delivery	Response Options	Comments/Additional Input
Cans undamaged (no rust, dents, leaks)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Labels legible (nutrition, dates, allergens)	<input type="checkbox"/> Yes <input type="checkbox"/> N	
Goods received clean and hygienically handled	<input type="checkbox"/> Yes <input type="checkbox"/> No	
staff Hygiene & Practices	Response Options	Comments/Additional Input
Delivery staff wear gloves/hair coverings	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Safe handling during unloading (no floor contact)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Conclusion: COMPLIANT / NON-COMPLIANT	Response Options	Comments/Additional Input
Non-compliance: Identify any non-compliance issues and recommend corrective actions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Follow-up: Schedule follow-up inspections as necessary.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Final Evaluation
Final Comments/Additional Input: <div></div>

ANNEXURE B: DELIVERY VEHICLE RANDOM COMPLIANCE CHECKLIST

RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

BID NO: RCCH12/2025 – SUPPLY AND DELIVERY OF CANNED PROVISIONS

This checklist is to be used during random inspections of delivery vehicles transporting canned provisions to Red Cross War Memorial Children's Hospital. It supports food safety, hygiene, and regulatory compliance as required by this bid.

Name of Supplier			
Date of Delivery			
List of items being delivered:			
Questions	Desirable answer	YES	NO
1. Are raw and cooked products transported in the same vehicle?	No		
2. Are any other perishables delivered with canned goods?	No		
3. Are canned fish products delivered with meat or poultry?	No		
4. Is the vehicle used for chilled items operating between 1–5°C? (if applicable)	Yes		
5. Are frozen goods (if applicable) maintained at ≤ -10°C upon delivery?	Yes		
6. Are milk and dairy products delivered with other animal protein items?	No		
7. Are any food items delivered in an open or uncovered vehicle?	No		
8. Is the delivery vehicle clean, enclosed, and in a hygienic condition?	Yes		
9. Is delivery staff presentable, with clean attire and gloves where necessary?	Yes		
10. Are non-food items being delivered with foodstuffs in the same truck?	No		
Desirable: Minimum of 6 "No" and 4 "Yes" answers to be considered compliant.			
Comments/ Notes (including any non-compliance observed):			
Name of Supervisor:			
Signature of Supervisor:			

Contractor to initial.....

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

**NOTE: FOR THE PURPOSE OF THIS DOCUMENT FIRM PRICES ARE DEFINED AS FIXED.
PRICES ARE NOT SUBJECT TO ANY ADJUSTMENTS.**

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

Name of Bidder: _____

Bid Number: RCCH12/2025

Closing Time: 11:00

Closing date: 01 SEPTEMBER 2025

Item No.	Canned Provisions	Qty per year	Price per year 1	Price per year 2	Price per year 3
1.1	CANNED BUTTER BEANS	900	R	R	R
1.2	BAKED BEANS IN TOMATO SAUCE	1300	R	R	R
1.3	CANNED SWEET CORN CREAM STYLE	3400	R	R	R
1.4	TOMATO PASTE TIN	300	R	R	R
1.5	TOMATO PUREE TIN	3400	R	R	R
1.6	FISH, CANNED, MINCED, BONELESS	1800	R	R	R
1.7	FISH TUNA IN WATER TIN	900	R	R	R
1.8	CANNED SMOOTH APRICOT JAM	1450	R	R	R
1.09	FRUIT CANNED PEACHES SLICED	1300	R	R	R
1.10	FRUIT CANNED PEARS HALVES	1300	R	R	R
1.11	CANNED COFFEE, INSTANT	24			
TOTAL COST PER YEAR			R	R	R
TOTAL COST FOR A THREE (3) YEAR PERIOD (VAT INCLUSIVE)			R		

Contractor to initial.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

PRICING SCHEDULE – NON-FIRM PRICES

(PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENT
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: **RCCH12/2025**Closing Time: **11:00**Closing date: **01 SEPTEMBER 2025**

Item No.	Canned Provisions	Qty per year	Price per year 1	Price per year 2	Price per year 3
1.1	CANNED BUTTER BEANS	900	R	R	R
1.2	BAKED BEANS IN TOMATO SAUCE	1300	R	R	R
1.3	CANNED SWEET CORN CREAM STYLE	3400	R	R	R
1.4	TOMATO PASTE TIN	300	R	R	R
1.5	TOMATO PUREE TIN	3400	R	R	R
1.6	FISH, CANNED, MINCED, BONELESS	1800	R	R	R
1.7	FISH TUNA IN WATER TIN	900	R	R	R
1.8	CANNED SMOOTH APRICOT JAM	1450	R	R	R
1.09	FRUIT CANNED PEACHES SLICED	1300	R	R	R
1.10	FRUIT CANNED PEARS HALVES	1300	R	R	R
1.11	CANNED COFFEE, INSTANT	24			
TOTAL COST PER YEAR			R	R	R
TOTAL COST FOR A THREE (3) YEAR PERIOD (VAT INCLUSIVE)			R		

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

Contractor to initial.....

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- It should be noted that the above quantities are estimated and cannot be indicated with certainty. Red Cross War Memorial Children's Hospital reserve the right to procure more than or less than the estimated quantities.
- Any request required as an urgent order to be delivered within the same day if possible or to communicate with the Food Services Department and agree to an acceptable delivery period if urgent.

Enquired by:

RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

- At: KLIPFONTEIN ROAD
RONDEBOSCH
CAPE TOWN, 7700
- Brand and model
- Guarantee period
- 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, import tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

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WCBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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PROVINCIAL GOVERNMENT WESTERN CAPE DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation, or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"Controlling interest" means, 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;

"Corruption"- General offenses of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or the benefit of another person., to act personally or by influencing another person to act, in a manner—
 - (i) that amounts to the
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
7. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
10. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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31 May 2022

12. 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

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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

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any person with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <i>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</i>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes complete Table B and attach their approved "RWOEE")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES	

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorized representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read and understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Contractor to initial:

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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

Business Address:

.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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WCBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US \$10 million will have an NIP obligation. This threshold of US \$10 million can be reached as follows:

- (i) Any single contract with imported content exceeding US \$10 million;
or
- (ii) Multiple contracts for the same goods, works or services each with imported content exceeding US \$3 million awarded to one seller over a 2-year period which in total exceeds US \$10 million;
or
- (iii) A contract with a renewable clause, where should the option be exercised the total value of the imported content will exceed US \$10 million.
or

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- (iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US \$3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US \$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame in which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts of the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.
- 2.3 For bids above R10 million, accounting officer's authorities are required to obtain clearance from the Department of Trade and Industry regarding the National Industrial participation Programme prior to the award of any bid in excess of R10 million (ten million rands).

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contracts as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number
 - Description of the goods works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content.

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- Imported content of the contract, if possible
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401. Facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.
4. **PROCESS TO SATISFY THE NIP OBLIGATION**
- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (a) The contractor and the DTI will determine the NIP obligation;
 - (b) The contractor and the DTI will sign the NIP obligation agreement;
 - (c) The contractor will submit a performance guarantee to the DTI;
 - (d) The contractor will submit a business concept for consideration and approval by the DTI;
 - (e) Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (f) The contractor will implement the business plans; and
 - (g) The contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number: RCCH12/2025

Closing Date: 01 SEPTEMBER 2025

Name of bidder

Postal address

.....

Signature

Name (in print)

Date

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

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- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022

- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

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- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- 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).

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed

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

3. ADJUDICATION USING A POINT SYSTEM

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

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

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6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

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6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level of Contribution= (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES / NO (delete which is not applicable)**

9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

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10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.

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- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

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fraudulent basis, may 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.

- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (ii) 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; and
 - (iii) forward the matter for criminal prosecution.

- (g) The information furnished is true and correct.

- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:
.....

WITNESSES:

- 1.

- 2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
 (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r l as amended (select one) _____ of the **dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box**.

100% Black owned	Level One (135% B-BBEE procurement recognition)
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.
e) At least 85% of labour costs should be paid to South African employees by service industry entities.	

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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24. National Industrial Participation Programme (NIPP)
25. 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

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supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.17 "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.

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- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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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,

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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.

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that

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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 (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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.

17. Contract amendments

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

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

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the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or

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otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or 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.

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31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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