



**Nedbank Building, 63 Strand street, Private Bag PO Box 4390, Cape Town office, 8000**

**REQUEST FOR QUOTATION OF GOODS AND SERVICES**

**RFQ NO: DFFEQ 370 FOOD FOR MARION ISLAND (25/26)**

**IMPORTANT INFORMATION FOR CONSIDERATION BY SUPPLIERS**

**NOTE 1: RFQ INSTRUCTION**

- a) Tenderers are required to use this Request for Quotation (RFQ) Form when quoting and include VAT per item (where applicable), and the quotation must be on your company's letterhead including correct banking details should also be included on the quotation.
- b) All quotations received after the closing date and time will **NOT** be accepted for consideration.
- c) For quotations with a Rand value up to R1 000 000, the preference point system of **80/20** will apply, where **80** points will be for (Price) and **20** points will be for **Specific Goals** (more than 50% ownership by either Black People, Women or People living with Disability) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 of 2000), If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must submit a consolidated BBB-EE certificate in the name of joined entities in order to claim points for specific goals.
- d) DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.
- e) Unless specifically stated by DFFE in the specification, all received prices must be firm until the required goods or services are delivered to the specified location. **No price adjustment will be accepted, except those that are subject to the rate of exchange.**

**NOTE 2: PREFERENTIAL POINT SYSTEM**

**For bidders to claim preference points, the following must be adhered to;**

- a) Submit a complete and signed SBD 6.1, which is used for claiming specific goals.
- b) Submit a Medical Certificate signed by a medical practitioner with a practice number when claiming for disability.
- c) Submit a SANAS/ Companies and Intellectual Property Commission (CIPC) Accredited B-BBEE certificate or sworn affidavit indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination on the basis of race, gender, or
- d) Submit ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- e) CSD Registration Report or MAAA. number.
- f) Failure on the part of a tenderer to submit proof or document required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.

**NOTE 3: TAX LEGISLATION**

- a) Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b) Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.
- c) SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

**NOTE 4: DFFE'S RESERVATION**

**DFFE reserves the right to:**

- a. Perform due diligence during the evaluation of quotations on information submitted by tenderers.
  - b. NOT to appoint any tenderer.
  - **Tenderers must indicate delivery timelines and quotation expiry date (Unless otherwise stated, quotations will be deemed valid for a period of 90 days from the date the RFQ closes)**
  - **Tenderers are required to duly complete and sign the SBD 4, SBD 6.1 forms, respectively.**
  - DFFE reserves the right to negotiate prices with the preferred tenderers in line with the legislative requirements.
- In a case where there are pictures and or brand names on the specification, tenderers must note that those pictures or brand names are for illustration purposes, and similar or equivalent brand specifications will be accepted by the Department.**

**SUPPLIER DETAILS (TO BE COMPLETED BY THE USER)**

**SUPPLIER NAME:**

\*Any reference to the words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

TEL NO:		EMAIL ADDRESS:	
CENTRAL SUPPLIER DATABASE (CSD) NUMBER			
ATTENTION TO:			
DATE REQUESTED:			
SERVICE/GOODS DELIVERY ADDRESS	<b>East Pier Building, East Pier Road, V&amp;A Waterfront, Cape Town, 8001</b>		
<b>SUBMIT QUOTATION TO THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES</b>			
ATTENTION TO:	Andiswa Charlie		
TEL NO:	021 493 7149	EMAIL ADDRESS:	RFQCT@dffe.gov.za
CC EMAIL ADD:			
CLOSING DATE: 04/03/2026 (Quotations to be advertised for at least 5 working days)		CLOSING	TIME 1 2 H 0 0
<b>MANDATORY REQUIREMENTS (YES/NO)</b>		<b>Proof Attached (to be completed by DFFE)</b>	
Professional registration:			
The above mandatory requirements will apply, and bidders must submit the requested requirements indicated above with the RFQ documents at the closing date and time of the RFQ. Bidders who fail to comply with any of the mandatory requirements will be disqualified and will not be evaluated further.			



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NO	BRIEF DESCRIPTION OF ITEM(S)/ SERVICE(S) REQUIRED:	UNIT OF ISSUE (BOX/ ITEM)	QUANTITY OF ITEM(S)
	RFQ TO SUPPLY FOOD FOR MARION ISLAND 2026 TAKEOVER VOYAGE		
	SEE ATTACHED FOOD LIST FROM PAGE 8-27 and REFER TO THE REQUIREMENTS UNDER ANNEXURE B		
<p>Note: All delivery costs and all applicable taxes, includes value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies, must be included in the bid price for delivery at the prescribed destination.</p> <p>NB: The service provider must submit a valid quotation as per the above guideline on his/ her letterhead reflecting the item descriptions, validity, banking details, contact details and CSD MAAA number.</p>			
<p><b>NB: No goods/ services should be delivered before an official order is received from the Department of Forestry, Fisheries and the Environment.</b></p> <ul style="list-style-type: none"><li><b>Failure to deliver goods within the agreed timelines might result in an order being cancelled and possible inclusion on the Database of Restricted suppliers by the National Treasury</b></li></ul>			

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## ANNEXURE B

### 1. INTRODUCTION AND BACKGROUND

1.1 The Department of Forestry, Fisheries and the Environment (DFFE) is responsible for the management of South Africa's interest in the Southern Ocean and Antarctica. In support of this, the DFFE, Directorate: Southern Oceans and Antarctic Support is periodically undertaking annual relief voyages in the Southern Oceans to the Marion and Gough Islands and Antarctica to conduct research, carry out maintenance on the base's infrastructures, replenishment of all stocks and supplies (food, fuel, etc.) and the changeover of over-wintering expedition teams that have an all-year-round presence at the research stations.

1.2 During the expeditions, the availability of **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products** is required for consumption by the persons occupying the research bases.

1.3 The food is divided into categories i.e., **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products**. All items in a particular category must be priced, or else a bidder will not be considered.

### 1. OBJECTIVES

The objective of the service is to ensure the availability of **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** for the Marion Island relief voyage to be undertaken beginning of April 2026. The Service Provider/s will be required to deliver these **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products** in March 2025 or as and when requested by the Department.

### 2. SCOPE AND EXTENT OF WORK

3.1 The Department seeks to appoint service provider/s to ensure that the **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** are supplied according to specifications, packaged correctly, and clearly labelled. All frozen foods must be kept in a frozen state at a temperature not higher than -18 degrees Celsius.

3.2 All **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products shall be** delivered and offloaded into the warehouse at the Department's premises located at East Pier Road, V&A Waterfront, Cape Town. The products must be of high quality to withstand the harsh conditions experienced in the island. This remote location are near pristine in nature and control and prevention of alien species is a major priority. To this end, all packaging material and specifications are to be fully complied with.

### **3. EXPECTED DELIVERABLES / OUTCOMES**

4.1 Supply and deliver **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** to the SANAP Warehouse situated at East Pier Building, V&A Waterfront, Cape Town within 10 days after receipt of the official purchase order. At all times adhere to the quantities and portion sizes (*e.g. Large Eggs dipped in oil Unit size Dozen x quantity 270=270 dozen*) as referred to on the food list. Any deviation from the quantities or portion sizes should be proactively communicated, substantiated with a written confirmation from the manufacturer/retailers for consideration and approval by the Department.

*All food items (For example, canned products, poultry, fish, milk and dairy products, bread, fruit, vegetables, coffee, tea, jams, and other ingredients used in the preparation of food) shall conform to the current:*

*4.1.1 SABS,*

*4.1.2 Agricultural product standards and other relevant standards.*

*4.1.2 ISO 22000 certification or a similar quality system is required.*

- 4.2 Ensure all Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products and the Fruit & Veg supplied to the DFFE are of high quality and allow for quality control inspection by the DFFE or its appointed delegate.
- 4.3 All Bulk Dry Food Ingredients and Frozen food items should have an expiry date of more than 14 months from the date of delivery. Should an item's specified shelf life from the manufacturer be less than the required 14 months, then the batch production date should not be earlier than 2 months from the date of delivery.
- 4.4 The Department reserves the right to reject deliveries that do not meet the required shelf-life specifications. Any noncompliance should be accompanied by a letter from the manufacturer/s confirming the shelf life of that item.
- 4.5 Ensure that the premises comply with all relevant government regulations regarding hygiene and health standards of South Africa. The premises shall be maintained in an acceptable hygienic condition to the satisfaction of DFFE or an approved representative.
- 4.6 Keep their store /facility clean and free of insects and plant propagules, open foodstuffs, and rubble. The facilities may be subjected to inspection by DFFE environmental control officers or their appointed delegates.
- 4.7 Ensure deliveries are made such that all goods may be received and stored during DFFE working hours (08:30 – 15:00) unless otherwise approved in writing.
- 4.8 Provide the necessary manpower during delivery for offloading and sorting and ensure that the necessary care is taken to avoid transferring undesired potential contaminants into the DFFE storage facility.
- 4.9 Replace damaged or expired items due to negligent or incorrect delivery on the part of the service provider/s at their own expense within 3 days of receipt of written notification.
- 4.10 Submit with each delivery, fully updated delivery notes of all items delivered to the DFFE, and items replaced.
- 4.11 Ensure that sufficient time is allocated for a preliminary batch inspection of each delivery and a list of non-compliant items is recorded immediately and replaced within 3 days.
- 4.12 Ensure that the appropriate cold chain is maintained up to delivery of the refrigerated and frozen food items to the DFFE stores.

#### 4. PRODUCT PACKAGING SPECIFICATIONS

##### 5.1 THE FOLLOWING PACKAGING IS PROHIBITED DUE TO ENVIRONMENTAL CONSIDERATIONS:

- Polystyrene beads, chips, or
- Similar forms of packing, e.g., small pieces of plastic

##### 5.2 THE FOLLOWING PACKAGING MUST BE MINIMISED:

- Other forms of polystyrene are not mentioned above.
- Corrugated cardboard and Plastic strapping

#### 6. TRANSIT, DELIVERY, STORAGE AND HANDLING

6.1 During transit, delivery, storage, and handling of all frozen and refrigerated products, from the service provider to the DFFE a cold chain shall be maintained.

- Product during transit delivery and storage must have a core temperature of  $-18^{\circ}\text{C}$  or lower.
- Transportation of frozen foods shall take place in a refrigerated vehicle provided by the service provider/s.

6.3 During off-loading and handling of frozen foods conducted by the service provider/s, any delays should be reduced to a minimum to prevent an increase in product temperature.

6.4 The transport shall be maintained in an acceptable hygienic condition to the satisfaction of DFFE or an approved representative.

**FOOD REQUEST FOR MARION ISLAND BASE AND HUTS 2026 VOYAGE**

NO	DESCRIPTION	PACKAGING		Quantity
		IN GRAMS	Mil	
	<b>Cereals</b>			
1	Flakes, All Bran (Kellogs / Equivalent)	500		45
2	Flakes, Corn (Kellogs / Equivalent)	500		45
3	Mieliemeel (Ace / Equivalent)	1000		80
4	Mieliemeel Braaipap (Snowflake/Equivalent)	2500		60
5	Oats Jungle/Tiger (Or Equivalent)	1000		80
6	Pro Nutro Assorted -(Whole Wheat, Strawberry)	500		5
7	Rice Crispies (Kellogs / Equivalent)	400		50
8	Weatbix (All Variants)	450		80
9	Muesli (All Fruit And Original)	750		40
10				
	<b>Pasta And Rice</b>			
11	Barley	500		10
12	Lasagne Sheets	250		5
13	Macaroni, Dry	500		60
14	Ribbon Noodles	500		60
15	Screw Noodles	500		60
16	Two Minute Noodles (All Flavours) Maggie/Equivalent	73		50
17	Spaghetti, Dry	500		60
18	Popcorn Mealies	500		50
19	RICE (Parboiled, Long Grain)(TASTIC / Equivalent)	2000		50
20	Rice Brown	1000		10
21	Rice Jasmine	1000		25
	<b>Legumes</b>			

**Batho pele-** putting people first

NO	DESCRIPTION	PACKAGING		Quantity
22	Red Kidney Beans	500		30
23	Split Peas	500		0
24	Samp	500		30
25	Sugar Beans	500		20
26	Lentils Red	500		5
27	Lentils Brown	500		5
	<b>Sauces</b>			
28	Bar B.Q.		375	60
29	Salad Dressing, French		250	5
30	Mayonnaise similar to 'Cross & Blackwell'	375		100
31	Mustard Mello And Mild	350		20
32	Peri-Peri		250	10
33	Soya		250	50
34	Tabasco (Red/Green)		60	60
35	Tomato Sauce similar to 'All Gold'		750	50
36	Vinegar, Brown		750	0
37	Vinegar, White		750	12
38	White Sauce Powder Knorr Or Equivalent	1000		15
39	Worcestershire		250	50
40	Sweet Chilli		375	60
	<b>Biscuits</b>			
41	Bacon Kips	200		50
42	Choice Asst.	200		50
43	Snack time	400		50

NO	DESCRIPTION	PACKAGING		Quantity
44	Nuttkrust (Bakers)	200		50
45	Eat-Sum-More (Short Bread)	200		50
46	Lemon Creams	200		50
47	Provita	500		50
48	Romany Creams	200		50
49	Rusks, Whole Wheat	450		100
50	Rusks, Buttermilk	450		100
51	Salty Crax	200		50
52	Tennis Biscuits	200		100
53	Pretzels (Variety)	150		50
54	Ginger Biscuits	200		50
55	Marie	225		100
56	Choc Chip Cookies	250		50
	<b>Chips, Potato And Other</b>			
57	Big Corn Bites Assorted	120		60
58	Chips Doritos Assorted	125		60
59	Chips Simba Assorted	125		60
60	Chips Lays Assorted	125		60
61	Niknaks (Variety)	160		60
62	Cheese Curls	150		60
	<b>Sweets</b>			
63	Sparkles	125		60
64	Jelly Babies	400		60
65	Liquorice Allsorts	400		60
66	Marshmallow Beacon	150		60

NO	DESCRIPTION	PACKAGING		Quantity
67	Quality Street	400		60
68	Fruit Chews Maynards	125		60
69	Eclairs Chocolate	150		60
70	Endear mints / Candy coated soft mint	120		60
	<b>Drinks</b>			
71	Hot Chocolate	500		50
72	Game, Assorted Flavour	720		50
73	Filter Coffee	250		40
74	Ricoffee Instant	750		12
75	Nescafe Classic Coffee (Other variety flavours)	200		45
76	Horlicks	500		40
77	Milo	500		60
78	Halls Concentrate Assorted		1250	90
79	Juice Tomato (Cocktail)		200	20
80	Lemon Juice Pure		250	60
81	Nesquik Assorted Flavour	500		60
82	Squash Lime (Rose's)		750	60
83	Squash Orange (similar to Brookes)		2000	50
84	Squash Passion, Naartjie, Cocopine, Lemon (similar to Brookes)		2000	60
85	Tea Bags Five Roses	250		0
86	Fruit Long Life Juice (similar to Ceres)		1000	80
	<b>Flavouring</b>			
87	Essence Assorted		30	60
	<b>Levelling Agents</b>			

**Batho pele-** putting people first

NO	DESCRIPTION	PACKAGING		Quantity
88	Acid Tartaric	12		20
89	Baking Powder	50		100
90	Bicarbonate Of Soda	15		100
91	Cream Of Tartar	12		30
92	Yeast Dried	10		500
	<b>Seasonings Similar to Robertson</b>			
93	Curry Powder Asst.	200		30
94	Coconut	500		4
95	Garlic, Flakes		100	50
96	Gelatine	50		10
97	Meat Tenderiser		100	50
98	Pepper, Black, Corns With Grind Top		100	30
99	Pepper, Black, Fine/Ground		100	30
100	Peri – Peri		100	50
101	Salt, Garlic		100	10
102	Salt, Table, Iodised In Plastic Container	500		40
103	Salt, Coarse	500		50
	<b>Spices Similar to Robertson</b>			
104	Bar B Q		100	80
105	Chicken		100	60
106	Cinnamon, Ground		100	12
107	Cloves, Whole		26	10
108	Coriander, Whole / Coarse	28		30
109	Fish spice		100	50
110	Ginger, Whole		100	10
111	Garlic and Herbs		100	50

NO	DESCRIPTION	PACKAGING		Quantity
112	Herbs Mixed		100	20
113	Aromat	1000		20
114	Nutmeg, Whole		100	10
115	Nutmeg, Fine		100	10
116	Paprika		100	40
117	Parsley		100	10
118	Rosemary		100	20
119	Sage		100	20
120	Spice Mixed		100	50
121	Steak And Chop		100	50
122	Sweet Basil		100	40
123	Thyme		100	15
124	Tumeric		100	30
125	Cumin		100	10
126	Masala		100	12
	<b>Flour (Longest Expiry Date)</b>			
127	Corn (Maizena)	500		30
128	Flour, Cake	1000		60
129	Flour, Self raising	500		75
130	Flour, Bread, White	2500		60
131	Flour, Bread, Brown	2500		40
132	Flour, Whole Wheat	2500		40
133	Digestive Bran	350		0
134	Linseed	250		25
135	Sesame Seed	100		10
	<b>Puddings</b>			

NO	DESCRIPTION	PACKAGING	Quantity
136	Caramel Treat	360	10
137	Christmas Pudding	450	30
138	Custard, Powder	500	10
139	Instant Assorted Pudding	90	30
140	Jellies Assorted	80	100
141	Sago	500	10
142	Self-saucing Hot Sponge Puddings / Saucy Chocolate Pudding Kit	510	20
143	Hundreds & thousands	75	20
144	Vermicelli	25	10
145	Muffin Mix (assorted)	500	80
	<b>Sugar – Similar to Huletts</b>		
146	Sugar, Brown	2500	40
147	Sugar, White	2500	20
148	Sugar, Icing	500	1
	<b>Dehydrated Foods</b>		
149	Onions	100	300
	<b>Chocolates Similar to (Cadbury slabs)</b>		
150	Dairy Milk	80	140
151	Fruit & Nut	80	168
152	Dream	80	168
153	Top deck	80	168
154	Mint Crisp	80	168
155	Whole Nut	80	168
	Refill of soda stream gas cylinders (per box of 12) (CO2 Cylinder)		2

**Batho pele-** putting people first

NO	DESCRIPTION	PACKAGING		Quantity
	<b>Dried Fruit -Similar to Mesarris/Safari</b>			
156	Apple Rings	125		40
157	Currants	250		25
158	Fruit Bars Assorted/Dainty cubes-Safari	250/264		60
159	Peaches	250		60
160	Pears	250		50
161	Prunes	250		50
162	Raisins	500		20
163	Sultanas	500		40
164	Mango	500		40
165	Mixed Fruit	500		40
	<b>Nuts – Similar to Mesarris/Safari</b>			
166	Cashew, Salted	300		60
167	Nuts, Mixed	450		60
168	Peanuts, Salted	450		60
169	Peanuts And Raisins	450		60
170	Pecans	300		60
	<b>Canned Fruit – Similar to Koo/All Gold</b>			
171	Apple	385		30
172	Cherry, Red / Black / Maraschino	365		30
173	Fruit Salad or Fruit Cocktail	410		100
174	Grape Fruit	410		70
175	Guavas, Halves	825		80
176	Peaches, Halves	825		80
177	Pears, Halves	410		80
178	Pineapples, Rings	825		80

**Batho pele-** putting people first

NO	DESCRIPTION	PACKAGING	Quantity
	<b>Canned Vegetables (Similar to KOO/All Gold)</b>		
179	Asparagus	430	40
180	Beans, Green	410	100
181	Beans, Harricot	410	60
182	Beans, In Tomato (Baked)	410	100
183	Beetroot	405	80
184	Carrots In Curry / <i>Curried Carrot Salad</i>	405	40
185	Corn, Kernel, Whole	410	40
186	Mushrooms, In Brine, <i>Pieces or Sliced</i>	285	50
187	Mushrooms, Whole / <i>Button</i>	285	50
188	Peas	410	50
189	Tomato, Paste	100	60
190	Tomato, Puree	410	80
191	Tomato, Whole	400	80
192	Vegetables, Mixed	410	60
193	Chick Peas	410	60
194	Tomato & Onions (Mix)	410	60
	<b>Soups –(Tins Similar to Heinz)</b>		
195	Chicken Tins	400	15
196	Mushroom, Tins	400	20
197	Royco Brown Onion	45	10
198	Royco Asst. Pkts	45	30
199	Royco Cup a Soup Pkts, <i>Assorted</i>	20	80
200	Tomato Tins –	400	40
201	Vegetables Tins	400	40
	<b>Jams</b>		

**Batho pele-** putting people first

NO	DESCRIPTION	PACKAGING	Quantity
202	Apple, Jelly or Mint	155	10
203	Apricot, Smooth	900	15
204	Fig	450	10
205	Honey	450	50
206	Marmalade	450	10
207	Strawberry	450	5
	<b>Tinned Meat</b>		
208	Beef, Corned, Pure, Bull brand / Similar	300	50
209	Chicken And Rice ( <i>Breyani / equivalent</i> )	380	40
210	Meatballs And Spaghetti	410	30
211	Beef, Mince, <i>Vegetable or Vegetable Curry (Breyani or equivalent)</i>	410	40
212	Pork Corned Meat / <i>Picnic Ham</i>	300	50
213	Vienna, Sausages (Enterprise/Similar)	280	30
	<b>Extracts &amp; Spreads</b>		
214	Anchovy Paste	85	24
215	Cheese Spread Assorted Flavours	250	80
216	Marmite	125	5
217	Bovril	125	5
218	Peanut Butter Black Cat	400	80
219	Sandwich Spread, <i>Assorted</i>	270	60
220	Stock Cubes Assorted	20	100
	<b>Fish Canned</b>		
221	Light Meat Tuna (Shredded) In Brine or <i>Vegetable Oil</i>	170	80

NO	DESCRIPTION	PACKAGING		Quantity
222	Tuna Tins Savoury / Assorted	185		80
223	Pilchards In Tomato Assorted	400		50
224	Sardines Tins, <i>Assorted</i>	106		50
225	Smoked Oysters	85		100
226	Smoked Mussels, <i>Assorted</i>	85		50
	<b>Dairy Products, Other (Longest Available Expiry Date)</b>			
227	CREMORA POWDER -NETSLE (Plastic Equivalent	500		20
228	Milk, Condensed Sweetened	385		60
229	Milk, Ideal	380		30
230	Milk, Powder Full Cream	500		40
231	Milk, Powder Skimmed/ Fat Free	500		30
232	Milk, Long Life Full Cream (Similar to Ever fresh/Clover)		1000	1000
233	Milk, Long Life 2% / <b>Low Fat/ Fat Free</b> (Similar to Ever fresh/Clover)		1000	600
	<b>Fats &amp; Oils</b>			
234	Oil Cooking-Similar to Crispa		20,000	16
235	Cooking Spray		300	20
	<b>Eggs</b>			
236	Eggs, Large, Dipped in Oil – DOZ (Dozen)			180
237	Eggs, Powder (Yellow)	500		10
238	Eggs, Powder (White)	500		10
	<b>Chutneys</b>			
239	Fruit Hot - Mrs Balls / Equivalent	470		50

NO	DESCRIPTION	PACKAGING	Quantity
240	Fruit Original - Mrs Balls / Equivalent	470	50
	<b>Pickles</b>		
241	Atchar (Variety)	400	50
242	Olives, Black	100	20
243	Olives, Green	100	20
244	Onions Cocktail Asst.	200	50
245	Onions Pickled (Variety)	400	50
246	Peppadews (Variety - including Hot Sweet Piquante)	400	50
247	Jalapeno Chillies (Variety)	400	50

	DESCRIPTION	UNITS/ GRAMS	MIL	Quantity
	<b>BREAD</b>			
248	Brown, Loaves (Similar To Blue Ribbon)	700g		300
249	White, Loaves (Similar To Blue Ribbon)	700g		300
250	Whole-wheat, Brown, Loaves (Similar To Blue Ribbon)	700g		200
	<b>PIES FROZEN</b>			
251	Chicken And Mushroom Mammams / Equivalent	24's		6
252	Cornish Mammams / Equivalent	24's		6
253	Pepper Steak Mammams / Equivalent	24's		7
254	Sausage Roll Mammams / Equivalent ( <i>Beef or Chicken</i> )	50's		8
255	Steak And Kidney Mammams / Equivalent	24's		8

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	DESCRIPTION	UNITS/ GRAMS	MIL	Quantity
256	Samoosas-Beef Mince	50's		6
257	Samoosas-Chicken	50's		6
258	Spring Rolls	50's		6
259				
	<b>FRESH FISH – Similar to SEA HARVEST / I&amp;J</b>			
260	Haddock, Smoked, Frozen	500		40
261	Hake, Frozen	600		40
262	Kingklip, Frozen	600		40
263	Sea Harvest, Batter Portion (Plain)	500		40
264	Calamari(Rings)	500		12
	<b>FROZEN VEGETABLES</b>			
265	Baby Marrows (Similar To McCain)	1000		40
266	Sweet Potato (Similar To McCain)	1000		50
267	Beans, Sliced (Similar To McCain)	1000		80
268	Broccoli (Similar To McCain)	1000		70
269	Brussel Sprouts (Similar To McCain)	1000		40
270	Carrots, Baby (Similar To McCain)	1000		120
271	Cauliflower (Similar To McCain)	1000		60
272	Chips (Oven) (Similar To McCain)	1000		100
273	Potato Wedges (Similar To McCain)	2500		100
274	Country Mixed (Similar To McCain)	1000		70
275	Peas (Similar To McCain)	1000		60
276	Spinach (Similar To McCain)	1000		60
277	Stir Fry: Hawaiian Mix (Similar To McCain) <i>or Asian</i>	1000		80
278	Pumpkin (Similar To McCain)	1000		50
	<b>ICE CREAM - AYLESBURY / NESTLE COUNTRY FRESH</b>			
279	Chocolate (Assorted)		5000	20

**Batho pele-** putting people first

	DESCRIPTION	UNITS/ GRAMS	MIL	Quantity
280	Mint Chocolate		2000	20
281	Rum And Raisin		2000	20
282	Strawberry(Assorted)		5000	20
283	Vanilla		5000	20
	<b>DAIRY PRODUCTS, FRESH</b>			
284	Butter (Unsalted)	500		60
285	Medowland Cream		1000	20
286	Cheese, Cottage- (Assorted)	200		60
287	Cheese, Cheddar, Similar To"Elite"	230		100
288	Cheese, Mozzarella	240		60
289	Cheese,Sweet Milk,Similar To Elite	230		60
290	Melrose Cheese (Asst)	200		60

	HUT ORDERS M82 - 2025/26	PACKAGING		QUANTITY
	<b>CEREALS</b>	gram	ml	
291	MIELIE MEEL (WHITE STAR /EQUIVALENT)	1000		<b>80</b>
292	OATS JUGNLE/TIGER	1000		<b>10</b>

**Batho pele-** putting people first

293	OATSO - EASY	50		1000
294	PRO NUTRO ASSORTED -Whole Wheat	500		9
295	PRO NUTRO ASSORTED –Banana	500		9
296	PRO NUTRO ASSORTED –Original	500		9
297	PRO NUTRO ASSORTED –Chocolate	500		9
	<b>PASTA AND RICE</b>			
298	MARCARONI, DRY	500		60
299	TWO MINUTES NOODLES	75		770
300	RICE (TASTIC)	500		80
301	PASTA & SAUCE ASSORTED	115		200
302	SPAGHETTI, DRY	500		68
	<b>CHUTNEY</b>			
303	FRUIT ORIGINAL - MRS BALLS / Equivalent	470		31
	<b>PICKLES</b>			
304	GHERKINS	375		40
305	DILL CUCUMBERS	375		40
306	PICKLED ONIONS (variety)	375		40
	<b>SAUCES</b>			
307	STIR & SERVE - KNORR	38-45		80
308	MAYONNAISE	375		60
309	TABASCO		60	50
310	TOMATO SAUCE 'ALL GOLD' / Equivalent		750	50
311	VINEGAR, BROWN		750	9

312	VINEGAR, WHITE		750	9
313	SOYA MINCE (IMANA)	100		145
	<b>BISCUITS</b>			
314	CHOICE ASSORTED	200		50
315	EAT-SUM-MORE	200		60
316	LEMON CREAMS	200		50
317	PROVITA	250		80
318	RUSKS, BUTTERMILK	500		80
319	RUSKS, WHOLE WHEAT	500		70
230	SALTY CRAX	200		60
321	TENNIS BISCUITS	200		80
322	GINGER BISCUITS	200		50
323	MARIE	225		80
324	CHOC CHIP COOKIES	250		50
	<b>SWEETS</b>			
325	BOILINGS ASSORTED (SPARKLES)	500		65
	<b>DAIRY PRODUCTS, OTHER</b>			
326	MILK, POWDER FULL CREAM	500		55
327	MILK, POWDER SKIMMED	500		50
328	MILK, CONDENSED SWEETEND	397		86
329	CREMORA POWDER - NESTLE		500	50
	<b>FATS &amp; OIL</b>			
330	OIL COOKING		750	45

	<b><u>DRINKS</u></b>			
331	HOT CHOCOLATE	500		<b>45</b>
332	NUTRITIONAL DRINK-NUTRISURE	500		<b>40</b>
333	GAME boxes of mixed flavours	80		<b>200</b>
334	COFFEE, POWDER RICOFFY	750		<b>10</b>
335	MILO POWDER	500		<b>58</b>
336	TEA BAGS - FIVE ROSES	250		<b>21</b>
337	TEA BAGS - ROOIBOS	200		<b>19</b>
338	HORLICKS	500		<b>18</b>
339	NESQUICK			<b>27</b>
340	OROS		2000	<b>18</b>
	<b><u>EXTRACTS &amp; SPREADS</u></b>			
341	BOVRIL	250		<b>18</b>
342	MARMITE	125		<b>18</b>
343	PEANUT BUTTER	400		<b>60</b>
	<b><u>FISH CANNED</u></b>			
344	LIGHT MEAT TUNA	170		<b>200</b>
345	SARDINES	120		<b>17</b>
345	PICKLED FISH	225		<b>79</b>
347	PILCHARD IN TOMATO SAUCE	215		<b>91</b>
	<b><u>SEASONINGS</u></b>			
348	CURRY POWDER ASSORTED	200		<b>30</b>
349	GARLIC, FLAKES		100	<b>30</b>
350	PEPPER, BLACK, COARSE		100	<b>36</b>

351	PEPPER, WHITE		100	18
352	SALT, TABLE, IODINISED IN PLASTIC BOTTLE	500		28
	<b><u>SPICES</u></b>			
353	BBQ		100	30
354	HERBS MIXED		100	24
355	ORIGANUM		100	19
356	PARSLEY		100	18
357	ROSEMARY		100	18
	<b><u>FLOUR</u></b>			
358	CORN (MAIZENA) 500G	500		9
	FLOUR, SELFFRAISING 500G	500		72
	<b><u>CANNED FRUIT</u></b>			
359	FRUIT COCKTAIL-KOO/ALL GOLD	410		300
	<b><u>DRIED FRUIT</u></b>			
360	DAINTY FRUIT CUBES - SAFARI	250		60
361	FRUIT BARS ASSORTED	250		60
362	DRIED FRUIT MIXED	250		60
363	RAISINS	500		50
364	FRUIT STICK			
	<b><u>NUTS</u></b>			
365	NUTS, MIXED	500		50
366	PEANUTS, SALTED	500		50
367	PEANUTS, AND RAISINS	500		50

	<b><u>TINNED MEAT</u></b>			
368	BEEF, CORNED, PURE	300		120
369	CHICKEN AND RICE	380		100
370	MEATBALLS AND SPAGHETTI	400		100
371	BEEF MINCE & RICE	400		120
372	VIENNA SAUSAGES, IN BRINE	280		100
373	CHICKEN CURRY WITH VEGETABLE	400		120
374	CHICKEN PERI-PERI	400		100
375	PICNIC HAM	300		150
376	GAMMON HAM	450		60
	<b><u>PUDDINGS</u></b>			
377	INSTANT ASSORTED PKTS (5 FLAVOURS)	90		45
	<b><u>SOUP</u></b>			
379	ROYCO / Equivalent PKTS	60		62
380	Cup a Soup	60 - 68		113
	<b><u>JAMS SIMILAR TO KOO</u></b>			
381	APRICOT, SMOOTH (bottle)	250		9
382	STRAWBERRY (bottle)	250		9
	<b><u>SUGAR</u></b>			
383	SUGAR, BROWN	500		45
384	SUGAR, WHITE GRANULATED	500		45

<b><u>DEHYDRATED FOODS</u></b>				
385	ONIONS	100		<b>45</b>
386	POTATO POWDER (SMASH)	400		<b>72</b>
<b><u>CANNED VEGETABLES</u></b>				
387	BEANS, GREEN (similar to KOO)	225		<b>124</b>
388	BEANS, HERRICOT/BUTTER (similar to ALL GOLD)	225		<b>90</b>
389	BEANS, IN TOMATO (BAKED) (similar to KOO)	225		<b>236</b>
390	BEETROOT (similar to KOO)	405		<b>45</b>
391	KORN, KERNEL, WHOLE (similar to KOO)	225		<b>150</b>
392	KORN, SWEET , CREAM (similar to KOO)	225		<b>12</b>
393	DELHI BREYANI (VEGETABLES AND RICE)	410		<b>99</b>
394	MUSHROOMS, CREAMED DENNY	300		<b>139</b>
395	MUSHROOMS, SCLICED IN BRINE DENNY	285		<b>99</b>
396	MUSHROOMS, WHOLE DENNY	285		<b>117</b>
397	PEAS (similar to KOO)	225		<b>1200</b>
398	TOMATO, WHOLE(similar to KOO)	225		<b>120</b>
399	TOMATO & ONION MIX (similar to ALL GOLD)	225		<b>132</b>
400	VEGETABLES MIXED (similar to KOO)	225		<b>120</b>
401	SPAGHETTI, IN TOMATO	410		<b>57</b>

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20** preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

## 80/20

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**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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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

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

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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