**FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**CONTRACT: DARD/RFB 02/2025/2026**

**SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS**

**TENDER DOCUMENT**

|  |  |
| --- | --- |
| **TENDER CLOSING DATE**19 September 2025 | **NON-COMPULSORY BRIEFING SESSION**02 September 2025 |

|  |  |
| --- | --- |
| **Issued by:** | **Prepared by:** |
| Department of Agriculture and Rural DevelopmentGlen Agricultural CollegeChemistry Building 1st FloorGielie Joubert StreetBloemfontein 9301 | Department of Agriculture and Rural DevelopmentGlen College of Agriculture |
| **Name of Tenderer:** | **Tender amount:** |
|  |  |

**DOCUMENTS IN THE BID DOCUMENT PACK**

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

* Bid Submission Checklist

**SECTION 1**

**Returnable documents**

* Invitation to Bid (SBD 1)
* Pricing Schedule – Non-Firm Prices (SBD3.2)
* Declaration of Interest (SBD 4)
* Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
* Proof of the following documentation will be required:

**Mandatory requirements** (failure to comply with these requirements shall disqualify the bid)

* Bidders must submit a valid Certificate of Acceptability (COA) issued under Regulation R638 of 2018, issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972) confirming compliance with hygiene requirements for food premises and/or food transport.
* Pricing schedule (Bidders are required to complete the pricing schedule in full for all categories and quote on all items indicated).

**SECTION 2**

* Special Conditions of Contract (SCC)

**SECTION 3**

* General Conditions of Contract (GCC)

**Annexure A**

* Pricing Schedule Year 1 (To be completed in the Excel file provided, printed and each page signed and attached to the tender document. The electronic copy of the pricing schedule also submitted together with the tender document on a memory stick in the envelope)

Supply Chain Management Enquiries

Mr T. Matshaba

Director: Supply Chain Management

Cell: 081 028 3448

Email: tsoloanematshaba@gmail.com / maliehe@dard.gov.za

Technical Enquiries

Mr. C. Swarts

Acting Principal

Tel: +27 83 406 9787

E-mail: ChristiaanSw@dalrrd.gov.za; cpswarts17@gmail.com

**INVITATION TO BID**

1. Bids are hereby invited for the above mentioned goods/services.
2. Bids must be in sealed envelopes subscribed “Bid No. **DARD/RFB 02/2025/2026: SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS**
3. Bids must be addressed to the under mentioned address:

 **Free State Department of Agriculture and Rural Development**

**Supply Chain Management**

 **Private Bag X 02**

 **Bloemfontein**

**9300**

1. Bids must be posted to reach the addressee strictly not later than **11h00 on 19 September 2025**
2. Bids delivered by hand must be placed in the bid box not later than **11h00 on 19 September 2025** at the street address mentioned below:

**Free State Department of Agriculture and Rural Development**

**Administration Building**

**Ground floor**

**SCM Component**

**Gielie Joubert Street**

**GLEN**

**CONTENTS**

|  |  |
| --- | --- |
| **NO** | **REQUIREMENT** |
| **1** | **SECTION 1** |
| 1.1 | Returnable Documents |
| **2**  | **SECTION 2** |
| 2.1 | Special Conditions of Contract (SCC) |
| **3**  | **SECTION 3** |
| 3.1 | General Conditions of Contract (GCC) |
| **Annexure A** | Pricing Schedule |

**SECTION 1**

**Free State Department of Agriculture and Rural Development**

**LIST OF RETURNABLE DOCUMENTS**

Bidders are required to complete the checklist and to submit with their bids. Please note that all the information listed below must be completed in full, where applicable, and be included in the bid. Failure to complete and attach may result in the bid being non-responsive.

|  |  |  |
| --- | --- | --- |
| **FORM NO** | **FORM NAME** | **COMPLETED?** |
|  | **Company Authority Documents & Resolutions** |  |
| A1 | Certificate of Authority for Signatory |  |
| A2 | Schedule of Addenda to Tender Documents  |  |
| A3 | Schedule of Deviations or Qualifications by Tenderer  |  |
| A4 | Tenderer’s Registered Financial Service Provider Letter, Bank Details and /or Credit letter |  |
| A5 | Joint venture agreement |  |
|  | **Standard Bidding Documents (SBD)** |  |
| SBD 1 | Invitation to bid\* |  |
| SBD 3.2 | Pricing Schedule – Non-Firm Prices |  |
| SBD 4 | Bidder’s disclosure |  |
| SBD 6.1 | Preference points claim form in terms of the preferential procurement regulations 2022. |  |
|  | **Returnable Documents for Compliance Assessment** |  |
| B1 | Certificate of Acceptability (COA): Regulation R638 of 2018 |  |
| B2 | Registration on National Treasury Central Supplier Database |  |
| B3 | Tax Compliance Status Pin |  |
| B4 | Specific goals |  |
|  | **Returnable documents for Functionality Assessment** |  |
| F1 | Bidder’s past experience in delivering similar trade contracts |  |
| F2 | Food Safety and Cold Chain capability |  |
| F3 | Food safety & product recall policy |  |
| F4 | Methodology description  |  |
| F5 | Municipal rates or lease agreement |  |
| SBD 7.1 | Contract form - purchase of goods/works (to be completed on award with the successful bidder) |  |
| Annexure A | Pricing Schedule |  |

**FORM A1 CERTIFICATE OF AUTHORITY FOR SIGNATORY**

*Notes to tenderer:*

1. *The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company’s letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.*
2. *In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:*
	* *authority for signatory,*
	* *undertaking to formally enter into a joint venture contract should an award be made to the joint venture,*
	* *name of the designated lead member of the intended joint venture, as required by tender condition*
3. *The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer’s signatory.*
4. *In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.*

By resolution of the board of directors/partners passed at a meeting held on………………………..

Mr/Ms………………………………………………………………………………………………….whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS: DARD/RFB 02/2025/2026 and any contract which may arise therefrom on behalf of (enter name of tenderer in upper case letters)……………………………………………………………………………

SIGNED ON BEHALF OF THE COMPANY: .....................................................................................

.............................................................................................................................................................

IN HIS/HER CAPACITY AS:................................................................................................................

 DATE: ...............................................................................................................................................

 SIGNATURE OF SIGNATORY: .......................................................................................................

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| WITNESSES:  |   | ………………………………………….  |   | ………………………………..  |
|    |   | SIGNATURE  |   | SIGNATURE  |
|   |   | ………………………………………….  |   | ………………………………..  |
|   |   | NAME (print)  |   | NAME (print)  |

**FORM A2: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

Any addenda to the tender will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalizing their bid submissions for any changes to the tender. The Department will not be held liable if bidders do not receive the latest information regarding this tender with the possible consequences of either being disadvantaged or disqualified as a result thereof.

*Note to tenderer:*

 *If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.*

**Record of Addenda to Tender Documents**

|  |
| --- |
| The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: |
|  | **Date** | **Title or Details** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| 6. |  |  |
| 7. |  |  |
| 8. |  |  |
| 9. |  |  |
| 10. |  |  |

Attach additional pages if more space is required.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** |  | **Date** |  |
| **Name** |  | **Position** |  |
| **Tenderer** |  |

**FORM A3: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

|  |  |
| --- | --- |
| **PAGE**  | **DESCRIPTION**  |
|                     |    |

|  |  |
| --- | --- |
| TENDERER'S REPRESENTATIVE |  |
| (Signature)............................................................... | Date..............................................  |

**FORM A4: TENDERER’S REGISTERED FINANCIAL SERVICE PROVIDER LETTER, BANK DETAILS AND/OR CREDIT LETTER**

 *Notes to tenderer:*

1. *The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming its account. Tenderers that fail to comply may be declared nonresponsive.*
2. *The tenderer’s banking details as they appear below shall be completed.*
3. *In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.*

The tenderer shall provide the following:

1. Name of account holder: ...............................................................................................
2. Account number: ...........................................................................................................
3. Bank name: ...................................................................................................................
4. Branch number: .............................................................................................................
5. Bank and branch contact details ...................................................................................
6. **THREE MONTHS BANK STATEMENT OR CREDIT LETTER**

A three (3) month bank statement including the most recent full three (3) months before closing date of tender (signed or stamped by the bank with original logo) and/or original Credit letter/rating or letter of intent (signed and/or stamped by the institution) issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 (FSP registration number clearly visible on the document) or evidence of any legal funding instrument which confirms the availability of funds or credit to facilitate the project must be attached to this schedule.

**ATTACH RELEVANT DOCUMENTATION AFTER THIS PAGE.**

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM A5: JOINT VENTURE AGREEMENT (***if applicable)*

*Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.*

**IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor’s Names.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

 **SBD 1**

**PART A**

**INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** |
| BID NUMBER: | DARD/RFB 02/2025/2026 | CLOSING DATE: | 19 September 2025 | CLOSING TIME: | 11:00 |
| DESCRIPTION | SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS |
| **BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **Location of tender box:** Admin Building: Ground FloorGielie JoubertGlen, 9360 | Administration Building,Gielie Joubert Street, Glen(Mangaung Metro) |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACT PERSON | Mr T.Matshaba | CONTACT PERSON | Mr. C. Swarts |
| TELEPHONE NUMBER | 081 028 3448 | TELEPHONE NUMBER | 083 406 9787 |
| FACSIMILE NUMBER |  | FACSIMILE NUMBER | **-** |
| E-MAIL ADDRESS | tsoloanematshaba@gmail.com | E-MAIL ADDRESS | ChristiaanSw@dalrrd.gov.za |
| **SUPPLIER INFORMATION** |
| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER | CODE |  | NUMBER |  |
| CELLPHONE NUMBER |  |
| FACSIMILE NUMBER | CODE |  | NUMBER |  |
| E-MAIL ADDRESS |  |
| VAT REGISTRATION NUMBER |  |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | **OR** | CENTRAL SUPPLIER DATABASE No:  | MAAA |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?
 | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | 1. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?
 | [ ] Yes [ ] No[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? [ ]  YES [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? [ ]  YES [ ]  NO **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**  |

SBD 1

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:**
 |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	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.**
	3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
	4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”
 |

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

SIGNATURE OF BIDDER: ……………………………………………

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

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

DATE: ……………………………….

SBD 3.2

* **PRICING SCHEDULE – NON-FIRM PRICES**

**(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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 DARD/RFB 02/2025/2026Closing Time 11:00 Closing date 19 September 2025 |

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

----------------------------------------------------------------------------------------------------------------------------------------------

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY

NO. \*\*(ALL APPLICABLE TAXES INCLUDED)

**See Annexure 1 for pricing schedule.**

* Required by: …………………………………………

- At: …….…..……………………………….

 …….…..……………………………….

* Brand and model ……..………………………………….
* Country of origin ……...………………………………….

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

* If not to specification, indicate deviation(s) ………………………………………….
* Period required for delivery ………………………………………….

- Delivery: \*Firm/not firm

Note: Price per item must exclude the delivery cost at Glen College of Agriculture’s kitchen. Cost of delivery is calculated separately in the pricing schedule.

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

\*Delete if not applicable

SBD 3.2

**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

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

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.

Price adjustments for years 2 and 3 of the contract shall be calculated using the escalation formula provided above. The applicable indices shall be published official indices from Statistics South Africa (Stats SA) or other designated authorities as follows:

1. Foodstuff and Grocery Items

The Consumer Price Index (CPI) for Food and Non-Alcoholic Beverages and its sub-categories (Stats SA publication: P0141.1, Table E) shall apply to pricing adjustments for general grocery items, beverages, and food provisions in the different categories.

1. Transport and Delivery Costs (if applicable)

Escalation of delivery rates shall be based on:

The Consumer Price Index – Transport Category (Transport services of goods Sub-index) from Stats SA (Stats SA publication: P0141.1, Table E).

General Notes:

* Price adjustment applications must include relevant official index data for the applicable 12-month period.
* Adjustments shall reflect the average annual change preceding each contract anniversary.
* A component price breakdown (e.g., food 70%, transport 20%, admin 10%) must be submitted, totalling 100%.
* The Department reserves the right to verify all proposed adjustments and reject any escalation not aligned with these criteria.
1. The following index/indices must be used to calculate your bid price:

Index………. Dated………. Index………. Dated………. Index………. Dated……….

Index………. Dated………. Index………. Dated………. Index………. Dated……….

1. 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 |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**SBD 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** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

#  SBD 4

**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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) in the enterprise,

 employed by the state? **YES/NO**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **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[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

* 1. 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

**SBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to invitations to tender:
* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* ~~the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).~~
	1. **To be completed by the organ of state**

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

1. ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
2. The applicable preference point system for this tender is the 80/20 preference point system.
3. ~~Either~~ the ~~90/10 or~~ 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. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
4. Price; and
5. Specific Goals.
	1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

* 1. 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.
	2. 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.
1. **DEFINITIONS**
2. **“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;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“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
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
	1. POINTS AWARDED FOR PRICE

3.1.1 **THE 80/20 OR ~~90/10~~ PREFERENCE POINT SYSTEMS**

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

**80/20 or ~~90/10~~**

or

 Where

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmin = Price of lowest acceptable tender

* 1. **~~FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT~~**
		1. ~~POINTS AWARDED FOR PRICE~~

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

**~~80/20 or 90/10~~**

~~or~~

~~Where~~

 ~~Ps = Points scored for price of tender under consideration~~

 ~~Pt = Price of tender under consideration~~

 ~~Pmax = Price of highest acceptable tender~~

1. **POINTS AWARDED FOR SPECIFIC GOALS**
	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:
	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—
2. 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
3. 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.**

|  |  |  |  |
| --- | --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Achievement level** | **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)** |
| Person/s historically disadvantaged on the basis of race. | 100% black ownership | 10 |  |
| 75% - 99% black ownership | 8 |  |
| 60% - 74% black ownership | 6 |  |
| 51% - 59% black ownership | 3 |  |
| 0 - 50% black ownership | 0 |  |
| Person/s historically disadvantaged on the basis of gender. | 100% women ownership | 5 |  |
| 75% - 99% women ownership | 3 |  |
| 60% - 74% women ownership | 2 |  |
| 51% - 59% women ownership | 1 |  |
| 0 - 50% women ownership | 0 |  |
| Person/s historically disadvantaged on the basis of disability. | 100% owned by persons living with disabilities | 5 |  |
| 75% - 99% owned by persons living with disabilities | 3 |  |
| 60% - 74% owned by persons living with disabilities | 2 |  |
| 51% - 59% owned by persons living with disabilities | 1 |  |
| 0 - 50% owned by persons living with disabilities | 0 |  |
| **TOTAL** | **20** |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm………………………………………………………………
	2. Company registration number: ………………………………………………………
	3. TYPE OF COMPANY/ FIRM

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

* 1. 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:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
	1. disqualify the person from the tendering process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
	4. 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
	5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

**FORM B1: CERTIFICATE OF ACCEPTABILITY (COA): REGULATION R638 OF 2018**

Bidders must submit a valid Certificate of Acceptability (COA) issued under Regulation R638 of 2018, issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972) confirming compliance with hygiene requirements for food premises and/or food transport.

Failure to comply with this requirement shall disqualify the bid.

Where a third-party is used for the supply and/or transportation of food, the primary supplier remains fully responsible for compliance with the General Hygiene Requirements for Food Premises (R638 of 2018). The supplier must ensure that:

* The third-party supplier and/or transporter holds a valid COA;
* Transport is conducted under hygienic conditions as prescribed;
* Vehicles used are suitable for the type of food being transported (e.g., refrigerated for perishables);
* Temperature and hygiene logs are available upon request;
* Any deviation will be regarded as a breach of contract and subject to penalties.

Where the supplier makes use of a third-party supplier and/or transporter the valid COA of the third-party supplier and/or transporter must be submitted in compliance of this mandatory requirement.

If appointed, the service provider will be held accountable for using the third-party supplier and/or transporter in the execution of the contract, for which a COA was submitted. For any change in supplier and/or transporter the appointed service provider must submit a request to the department, requesting a change of third-party supplier and/or transporter with the COA of the new third-party supplier and/or transporter attached to the request. Upon approval of the request the appointed service provider will be allowed to continue with the execution of the contract using the new third-party supplier and/or transporter. This requirement will be included in the Service Level agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM B2: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a copy of the supplier registration form from the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture or a Targeted Enterprise, a Supplier registration form must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider: ................................................................................................................

Central Supplier Database Supplier Number: **MAAA**.......................................................................

Attach Supplier(s) registration form(s) hereto.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM B3: TAX COMPLIANCE**

The Tenderer shall complete the declaration below.

I, ............................................................................................................................................. (name) the undersigned in my capacity as ............................................................................ (position) on behalf of ............................................................................................ (name of company)

herewith grant consent that SARS may disclose to the Free State Department of Agriculture and Rural Development our tax compliance status.

For this purpose our unique security personal identification number (PIN) is .................................

In the event of a joint venture or a Targeted Enterprise each member shall comply with the above requirements.

**ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM B4: SPECIFIC GOALS**

In terms of Regulation 3(1)(b) of the Preferential Procurement Regulations (2022), specific goals based on ownership by historically disadvantaged person(s) is applicable to this tender.

**Note:**

Points will be forfeited if documentary proof as indicated in the last column of the table here below are not attached.

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points****allocated****(80/20 system)** | **Documentary proof to be attached.** |
| Person/s historically disadvantaged on the basis of race. | 10 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of race. |
| Person/s historically disadvantaged on the basis of gender. | 5 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of gender. |
| Person/s historically disadvantaged on the basis of disability. | 5 | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of disability. |

In order to claim specific goal points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME’s and OSE’s) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME’s and QSE’s) or an ownership certificate issued by the Companies and Intellectual property Commission (CIPC).

Documentary proof must substantiate the claims in terms of ownership of the relevant categories of historically disadvantaged individuals.

In order to claim the relevant points, attach hereto relevant documentary proof as indicated in column 3 of the table directly above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM F1: BIDDER’S PAST EXPERIENCE IN DELIVERING SIMILAR TRADE CONTRACTS**

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

**Lists of Completed grocery of food supply Contracts over the last five (5) years to be submitted in Table below.**

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed contracts to support the allocation of points.

The list of completed contracts must be supported with contractual agreements or appointment letters or reference letters which must be attached directly after this page. A listed contract which is not substantiated with evidence will not be considered in the evaluation of functionality.

**List of Previous and Completed contracts**

 **NAME OF COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  **PROJECT/EMPLOYER****(Name, Tel. No)**  | **NATURE OF CONTRACT** | **VALUE OF CONTRACT**  | **YEAR OF COMPLETION** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM F2: FOOD SAFETY AND COLD CHAIN CAPABILITY**

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

The following evidence must be submitted for the allocation of points for availability of delivery vehicles (owned or leased) and its suitability for cold chain (refrigerated?):

* Proof of ownership such as a Natis/registration certificate for owned and leased vehicles and
* Conditional or suspensive lease agreement with logistic company for leased vehicles. Conditional on the allocation of the contract.

For allocation of points for the availability of a standard operating procedure (SOP) for cold chain compliance the SOP must be submitted. The SOP must be relevant and adherence to the SOP should be able to ensure compliance with Regulation R638 of 2018, issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972).

For the allocation of points under the availability of a cold chain monitoring system, examples of temperature monitoring logs or systems must be submitted.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM F3: FOOD SAFETY & PRODUCT RECALL POLICY**

Bidders must submit a documented food safety and product recall procedure. The policy must include protocols for identifying, reporting, isolating, and removing unsafe or non-conforming products. Evidence of staff training in food safety must also be included.

Points will be awarded based on comprehensiveness, traceability, and risk response mechanisms.

Copy of Food Safety Policy document (must reference hygiene handling and regulatory standards)

Documented Recall Procedure (must include steps for identifying, isolating, and reporting defective stock)

Evidence of training (internal or accredited food safety training attendance registers, certificates)

HACCP or ISO 22000 (optional but a bonus)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM F4: METHODOLOGY DESCRIPTION**

Note:

Attach hereto a description of how your company will execute the project.

(This should not be more than 5 pages)

Refer to Table 1: Functionality schedule for minimum scope description.

Provide a short description of the intended implementation methodology used to ensure compliance to delivery timeframes and consistent with legislative requirements of the sector. Methodology description rubric:

Sufficient:

• Delivery times

• Vehicles

• Cold chain

• Emergency plans

• Delivery contingency plan: To evaluate readiness for disruptions (load-shedding, strikes, vehicle failure). Expand on contingency and emergency delivery plan

Excellent:

• Anything above sufficiency

• Extra ordinary measures identified

• Innovative means/approach identified

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**FORM F5: MUNICIPAL RATES OR LEASE AGREEMENT**

# Notes to tenderer:

1. Attach Municipal rates or municipal clearance certificate, not older than three (3) months made out in the name of the bidding company or;
2. Valid lease agreement with the landlord’s municipal rates or municipal clearance certificate not older than three (3) months.

**SIGNED BY/ON BEHALF OF BIDDER:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |   |   |   |   |
| **NAME**  |  | **SIGNATURE**  |  | **DATE**  |

**SBD 7.1**

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

# PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT** in accordance with the requirements and specifications stipulated in bid number **DARD/RFB 02/2025/2026** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, *viz*
* Invitation to bid;
* Proof of tax compliance status;
* Pricing schedule(s);
* Technical Specification(s);
* Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
* Bidder’s Disclosure form;
* Special Conditions of Contract;
1. General Conditions of Contract; and
2. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ………………………………………….

WITNESSES

1 …….……………

1. ……………………

DATE: …………………….

CAPACITY ………………………………………….

SIGNATURE ………………………………………….

NAME OF FIRM ………………………………………….

DATE …………………………………………..

**SBD 7.1**

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

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

1. I……………………………………………. in my capacity as…………………………

accept your bid under reference number ……………… dated……………………… for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ………….……….
2. ………………….

DATE ……………………….

SECTION 2

**SPECIAL CONDITIONS OF CONTRACT**

**SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS**

# BACKGROUND

Feeding of students is dependent on the availability of food. Provision of foodstuff at all times, is essential to ensure that students are provided with food according to the menu. Provision of food to the Glen kitchen has always been done by way of quotations from different suppliers for the different foods. The current procurement process together with lengthy and irregular delivery periods, are delaying the procurement of foodstuff leading to periods of food shortage.

Some of the problems are that the suppliers do not deliver quality food or do not deliver timeously which creates tension. In order to have an efficient provision of food to the kitchen for the students, a reputable supplier who can supply food products within a limited scope of delivery and who is flexible in the quantity which can be delivered at any time is therefore essential.

# SPECIAL CONDITIONS PER CATEGORY

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail. Special conditions per category must be read with the specifications as indicated in the pricing schedule.

## MEAT AND PROCESSED MEAT PRODUCTS

The grade of meat for beef and mutton must be grade A2. For stew meat (beef or mutton) grade B2 will be accepted. Minimum expiry date of 1 month at the time of delivery.

## DAIRY PRODUCTS

Milk delivered shall comply with the requirements of the local health authority of the area in question.

(a) The milk to be refrigerated immediately after pasteurization.

(b) The temperature of the milk may, after refrigeration and until delivered, not at all rise above 4ºC.

(c) No additives may be added to the milk.

(d) The milk shall originate from herds that are free from tuberculosis and brucellosis.

(e) Minimum expiry date of 3 weeks.

## EGGS, GRADE 1 (FRESH), EXTRA LARGE

“Extra-large” refers to eggs weighing at least 59 gram each”.

Grade 1 eggs shall comply with the following requirements:

(a) The eggs shall be clean and have sound shells and a regular and strong form.

(b) Yolks may be slightly visible, yet not spotted, of a good colour and not flat or enlarged.

(c) Egg whites shall be bright and very firm.

(d) Eggs shall be free from blood, blood spots, meat spots, blood rings, and absorbed odours, any signs of embryo development, mould, mustiness or foreign flavours.

(e) Minimum expiry date of 1 month.

## BREAD, CEREAL AND CONFECTIONARY

(a) Only white and brown bread, as defined in the pricing schedule shall be required.

(b) All bread shall be fresh, well made, properly baked, clean and free from any mould, grit and other foreign matter and may, in addition to meal, contain only such ingredients as are normally used to bake bread of the highest quality of a particular type.

(c) Minimum expiry date of three (3) days for bread with a minimum expiry date of 6 months for cereals and confectionary.

## VEGETABLES AND FRUIT

(a) Only choice grade frozen vegetables will be accepted for vegetable dishes.

(b) Fresh fruit and vegetables shall be of good standard and quality and be ripe but not overripe.

(c) Minimum expiry date of 7 days for fresh fruit and vegetables with minimum expiry date of 6 months for frozen vegetables.

## FRUIT JUICE

(a) Fruit juice/nectar concentrate shall contain more than 60% pure fruit juice, unless otherwise specified by the Department.

(b) Minimum expiry date of 6 months

## CONDIMENTS

(a) Good quality ground and instant coffee not more than 25% chicory.

(b) Rooibos choice quality tea.

(c) Minimum expiry date of 6 months

# SPECIAL CONDITIONS RELEVANT TO ALL CATEGORIES OF FOOD DELIVERED

(a) All provisions supplied under contract shall be subject to inspection and approval by officials of the Department of Agriculture and Rural Development, where and when available, at the point of dispatch or delivery.

(b) Expiry date of all products supplied must, at the time of delivery, be such that it will not expire within a period which can be regarded as reasonable before being used (See expiry dates for different categories of foodstuffs as indicated under the different categories).

(c) If the quantity and quality of any foodstuffs or materials supplied to the kitchen repeatedly do not comply with the standard and specifications laid down in this document, including agreed upon delivery schedules, the Department may, if it considers such non-compliance to be material, immediately on written notice terminate the contract, without prejudice to any other rights available to it. For first offenders deliveries not complying with the specification will not be accepted and the contractor will return such goods at his/her own expense.

(d) Care should be taken that the product does not become contaminated during transit.

(e) The supply and delivery of foodstuff must be in compliance with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) and all regulations under this act.

(f) Quality of relevant foodstuffs supplied and delivered must be in compliance with the Agricultural Products Standards Act, 1990 (Act 119 of 1990).

# QUANTITIES

Where quantities are reflected in the bid forms, it is ESTIMATED QUANTITIES only. No guarantee is given or implied as to the actual quantity which will be ordered. This will be governed solely by the requirements of the institution(s).

# ACCEPTANCE OF BIDS

The right is reserved to appoint more than one service provider for execution of the contract.

# DELIVERY

All items supplied must be delivered at the Free State Department of Agriculture and Rural Development Head Office at Glen to the end-user as specified at the time of procurement.

All items shall be delivered at the frequencies indicated hereunder and/or as required by the end user on the hours determined in agreement by both parties.

|  |  |
| --- | --- |
| **CATEGORIES** | **DELIVERY FREQUENCY** |
| Meat and processed meat products | Twice a month |
| Milk and dairy products | Twice per week |
| Bread and confectionary | Every second day, including public holidays, except on Sundays |
| Fresh and frozen vegetables | Once a week or as determined by the Department |
| Fruit, fresh  | Once a week |
| Spreads | Monthly  |
| Grains and Starch | Monthly  |
| Condiments | Monthly  |
| Fruit juice | Monthly  |
| Canned products | Monthly  |
| Soft drinks | As determined by the Department |
| Biscuits  | As determined by the Department |
| Sweets  | As determined by the Department |
| Bottled water | As determined by the Department |

NB: Deliveries will be in accordance to the above table, except during school holidays.

# DELIVERY ADHERANCE

1. Firm delivery periods must be adhered to, for the duration of the contract period.
2. Delivery of products must be made in accordance with the instructions appearing on the official specification forms emanating from the above-mentioned participating Department placing the orders.
3. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.
4. The instructions regarding the supply, dispatch and submission of invoices must be strictly adhered to.
5. All invoices must be delivered to reach the institution that placed the order timeously. Bidders are requested to take note of section 16.3 of the General Conditions of Contract regarding payments made on deliveries.
6. Deliveries not complying with the specification forms will not be accepted and the contractor will return such goods at his/her own expense.
7. The contractor is responsible for the delivery and cost of delivery of items awarded to him, as and when ordered, direct to the Free State Department of Agriculture and Rural Development Head Office at Glen to the end-user as specified at the time of procurement.
8. Bidders are requested to take note of section 22.1 of the General Conditions of Contract regarding late delivery penalties.
9. Failure to deliver within the stipulated delivery period, will lead to goods sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.

# PACKING AND DISPATCHING OF THE PRODUCTS

Packing and dispatching of foodstuff must be in compliance with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) and all regulations under this act.

# SERVICE LEVEL AGREEMENT

Appointed service provider(s) will be required to enter into a service level agreement with the department. Amongst other things included in the service level agreement, the service level agreement will also include a clause or clauses to regulate the availability of a valid COA at all times as described in Form B1.

# DECLARATION

## Where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.

## List of Shareholding/membership/directorship by Name of business, Position occupied and percentage of shareholding in the business.

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME OF BUSINESS** | **POSITION OCCUPIED IN THE BUSINESS** | **%****OF SHARE-HOLDING IN THE BUSINESS** | **INDICATE BY TICKING *X* NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than one (1) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose, failure to do so will result in DARD:FS considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.

## Failure to comply with the above will disqualify your bid.

# FEE STRUCTURE / PRICING SCHEDULE

## All prices must be furnished in RSA currency, including VAT, where applicable.

## Where any item or part thereof is imported, the rate of exchange issued by the Reserve Bank for the specific currency at 12:00 on the date of advertisement of the bid must be used to convert the imported portion of the price to RSA currency.

## Where an item is available in different model variations, and the bidder wishes to offer all the model variations in the same category, the bidder is requested to complete a separate “Pricing Schedule” for each model variation. It is required that each separate “Pricing Schedule” is completed in full, failing which the offer for such item may be disregarded.

## In order to evaluate all bids on the same basis, bidders are to complete the fee structure/pricing schedule (Annexure A) form attached to this bid document and supplied in Excell format. It will form part of the overall costing and evaluation of this bid.

## Prices must be fixed for the first year of the contractual period after which the suppliers will submit adjusted prices, according to SBD 3.2 annually on the first and second anniversary of the contract respectively for consideration by the Department. Adjusted prices will be fixed on an annual basis.

## Non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices.

## In this category price escalations will only be considered in terms of the formula as indicated in SBD 3.2, using the factors identified in SBD 3.2, which can include issues such as Food price inflation, transportation, labour, etc. and which total percentage contribution to price must be 100 %.

# PERIOD OF CONTRACT

## The contract shall endure for a period of 36 months from the date of commencement thereof.

# BRIEFING SESSION

## A non-compulsory briefing session will be held as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **DISTRICT** | **TOWNS/PLACE** | **DATE** | **TIME** | **VENUE** |
| 1 | Mangaung Metro | Glen | 02 September 2025 | 11:00 | Glen Inn |

# SUBMISSION OF BID DOCUMENT/S

Completed bid documents should be sealed, clearly marked **DARD/RFB 02/2025/2026** and deposited in the bid box at the address stated in the invitation on or before 11:00 on **Friday, 19 September 2025** which is accessible Monday to Friday at Admin Building on the Ground Floor. Bidders are to ensure that all mandatory documents as well as all pages of the tender document are attached.

# OPENING OF THE BID BOX

## Bid documents will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. The bid box shall be locked at exactly 11:00. Bids delivered after the above-mentioned stipulated time and date will not be considered.

## Compilation of Documents

All documents should be completed with black ink on the date and time of submission.

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions of Contract

Section 3: General Conditions of Contract

Annexure A: Pricing Schedule Year 1

# EVALUATION PROCESS

## The evaluation process comprises the following phases:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Phase I** | **Phase II**  | **Phase III**  | **Phase IV**  | **Phase V**  | **Phase VI** |
| Administrative compliance  | Functionality requirements  | Price and Specific goals(Price include Total Cost of Ownership)  | Recommendation and Awarding  | Negotiations  | Signing of letters of acceptance and contracts  |
| Compliance with **Manda-tory** Bid Requirements **Mandatory** 1. Bidders must submit a valid Certificate of Acceptability (COA) issued under Regulation R638 of 2018, issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972) confirming compliance with hygiene requirements for food premises and/or food transport.
2. Pricing schedule (Bidders are required to complete the pricing schedule in full for all categories and quote on all items indicated).
 | Bids will be assessed to verify bidders’/ capability and ability to execute the contract | Bids evaluated in terms of the 80/20 preference system | Recommendation and appointment of a bidder(s).  | Following the evaluation of functionality, price, and specific goals, and the identification of service providers eligible for appointment, the Department reserves the right to engage shortlisted bidders in post-evaluation negotiations to agree on uniform flat rates per item. | Service Providers will be requested to sign contracts and other important documents for the contract  |

## PHASE I: Administrative Compliance

During this phase Bidders’ response will be evaluated based on the **administrative and mandatory** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the administrative and mandatory criteria and conditions will be disqualified.

### Bidders must submit a valid Certificate of Acceptability (COA) issued under Regulation R638 of 2018, issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972) confirming compliance with hygiene requirements for food premises and/or food transport.

### The Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to [Register user - Central Supplier Database Application (csd.gov.za)](https://secure.csd.gov.za/Account/Register) to register your company. Ensure that all documentation on the database is updated and valid.

* Are you a registered supplier on the Government’s CSD? (Yes/No)
* Complete your registered CSD vendor number on the checklist.
* Provide a copy of the CSD Registration ‘’Summary Report’’.
	+ 1. **Tax Compliance**

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms 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).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

* + 1. **Consortia/Joint Ventures/Sub-contractors**

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate/pin/csd number.

## PHASE II: Functionality

### Functionality Evaluation as per the Special Conditions of Contract

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 1 below.

**Table 1: Functionality schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **CRITERIA**  | **GUIDELINE FOR EVALUATION CRITERIA APPLICATION** | **MEANS OF VERIFICATION** | **POINTS**  |
| **SUPPLY EXPERIENCE** | Bidders to provide proof of experience in grocery or food supply contracts (public or private). | Specify when, where, and for which institutions the projects were undertaken within the last 5 years. Provide proof of contractual agreements or appointment letters or reference letters which must include the following information:* contactable reference
* date of appointment

See Form F1 |  | **10** |
| 0 appointment letter | 0 |
| 1 appointment letter | 2 |
| 2 appointment letters | 5 |
| >=3 appointment letters | 10 |
| **FOOD SAFETY AND COLD CHAIN CAPABILITY** | Bidders must provide proof of capacity to deliver food items safely and timeously, including cold chain in compliance with the relevant acts and regulations (as mentioned). | Availability of delivery vehicles (owned or leased) and its suitability for cold chain (refrigerated?)Provide the following:* Proof of ownership such as a Natis/registration certificate for owned and leased vehicles and
* Conditional or suspensive lease agreement with logistic company for leased vehicles.

Availability of a standard operating procedure (SOP) for cold chain compliance. Submit SOP.Availability of cold chain monitoring system. Submit examples of temperature monitoring logs or systems.(See Form F2) |  | **20** |
| No vehicle or cold chain  | 0 |
| Vehicle(s), no refrigeration | 5 |
| Refrigerated vehicles | 10 |
| Refrigerated vehicles + SOP + monitoring system | 20 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FOOD SAFETY AND PRODUCT RECALL PROCEDURES** | Systems in place to ensure food safety and traceability in case of product issues. | Food safety policy, recall SOP, traceability records, staff training records or certificates.(See Form F3) |  | **15** |
| No policy/SOP | 0 |
| Generic food safety document only | 5 |
| Recall SOP + basic traceability | 10 |
| Policy + SOP + staff training evidence | 15 |
| **FINANCIAL CAPACITY** | Proof of credit facility or access to finances to facilitate execution of the project within the time period. | Attach proof of financial capacity:* Three month bank statement, stamped or signed by the bank

or* An original credit letter signed and stamped **issued by a financial institution authorized to offer credit in terms of the National Credit Act 34 of 2005** including:
	+ Maximum amount that the institution qualifies the supplier as bridging finance.
	+ Visible FSP registration number.

or* any legal funding instrument which confirms the availability of funds or credit to facilitate the project

(See Form A4) |  | **30** |
| < R 50 000 | 0 |
| R 50 000 – R 199 999 | 10 |
| R 200 000 – R 299 999 | 20 |
| >= R 300 000 | 30 |
| **METHODOLOGY** | Provide a short description of the intended implementation methodology used to ensure compliance to delivery timeframes and consistent with legislative requirements of the sector. | Methodology description rubric:**Sufficient**:* Delivery times
* Vehicles
* Cold chain
* Emergency plans
* Delivery contingency plan

**Excellent**:* Anything above sufficiency
* Extra ordinary measures identified
* Innovative means/approach identified

(See Form F4) |  | **15** |
| No description. | 0 |
| Methodology description will ensure compliance to delivery timeframes **sufficiently.** | 10 |
| Methodology description will ensure compliance to delivery timeframes **excellently** even under unforeseen circumstances. | 15 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LOCALITY** | The contractor has an established office situated in the Free State. | Municipal rates or municipal clearance certificate and / or valid lease agreement with landlord’s municipal rates or municipal clearance certificate not older than 3 months.(See Form F5) |  | **10** |
| No attachment | 0 |
| Yes (Free State based with evidence attached) | 10 |
| **TOTAL** | **100** |

|  |
| --- |
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct. |
| Signed |  | Date |  |
| Name |  | Position |  |
| *Tenderer* |  |

* + 1. Bids will be evaluated in terms of the **Preferential Procurement Regulation, 2022** and the bid evaluation criteria stipulated in this section.
		2. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Special Conditions of Contract. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
		3. The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate bidders collectively by allocating the specified points indicated.
		4. Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70 points** for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the Special Conditions of Contract.
		5. Any proposal not meeting the minimum score of **70 points** on the technical/functionality evaluation will be disqualified and not be evaluated beyond functionality.
		6. A minimum score of **70 points** is required to pass this first stage of the evaluation process (Functionality Schedule). A tenderer that does not achieve a minimum score of **70 points** will not be evaluated further. Shortlisted bidders will be evaluated in terms of Price and Preference points system.
		7. The Department reserves the right to determine the number of service providers to be appointed to provide the services.

## PHASE III: Evaluation of Price and Specific goals

* + 1. Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022:

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

Ps = 80 x 

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

* + 1. A maximum of 20 points may be allocated to a Bidder for attaining the specific goals as claimed in SBD 6.1.

**The specific goals for this project are given in Table 1 of SDB6.1**

* + 1. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTI format) signed by the EME/QSE representative and attested by a commissioner of oath.
		2. Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:
1. Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
2. Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
	* 1. Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

**Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**

* + 1. Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.
		2. Failure on the part of the Bidder to comply with paragraphs 18.5.3 and 18.5.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
		3. The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
		4. The points scored will be rounded off to the nearest 2 decimals.
		5. In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for specific goals.
		6. However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for specific goals,the contract will be awarded to the Bidder scoring the highest for functionality.
		7. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
		8. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**OVERALL CRITERIA**

|  |  |
| --- | --- |
| **CRITERIA** | **MAXIMUM POINTS** |
| Price | 80 |
| Specific Goals | 20 |
| **Grand Total** | **100** |

## Phase IV: Recommendation and Awarding

* + 1. **Adjudication of the Bids**
			1. The number/allocation of service providers will be determined by the Accounting Officer. DARD: FS reserves its right at its sole discretion depending on the strength of each bid and the requirements of the tender.
			2. The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: DARD FS.
		2. **Award of Contract**
			1. The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised. Due to the cost and other implications, names of successful bidders will only be availed on request.
			2. The right is reserved to appoint more than one service provider for execution of the contract.

## Phase V: Negotiations

* + 1. Following the evaluation of functionality, price, and specific goals, and the identification of service providers eligible for appointment, the Department reserves the right to engage shortlisted bidders in post-evaluation negotiations to agree on uniform flat rates per item. These negotiations will:
* Be limited only to bidders who met the minimum thresholds and were scored under the 80/20 preference point system;
* Be conducted in a manner that does not affect the relative scoring or ranking of bidders;
* Aim to standardize pricing for all appointed service providers under the same contractual terms; and
* Result in final, binding pricing applicable across the panel of appointed suppliers.

## Phase VI: Signing of letters of acceptance and contracts

* + 1. Contracts and appointment letters will be prepared for service provider that agreed and signed contract.

# NON-COMMITMENT

## The right is reserved not to accept any of the bid responses submitted.

## The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

# VERIFICATION OF BIDDERS

## At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

# JOINT VENTURE AGREEMENTS

## Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid.

## In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

## Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

## The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive. Kindly complete Form A5.

# FRONTING

## The DARD supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DARD does not support any form of fronting.

## The DARD, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in this RFT bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by DARD may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the DARD may have against the bidder concerned.

# CONFIDENTIALITY

## Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.

## No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.

## DARD: FS agrees to keep the details of the bidder’s proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

# AGREEMENTS

## The Service Provider(s) will be expected to sign a Service Level Agreement with the Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

## Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFB 02/2025/2026, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

# SETTLEMENT OF DISPUTES

## Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

# OFFICIALS PROHIBITED FROM SUBMITTING BIDS

## In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.

## The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.

## All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.

## For the definition of “business interest”, “employee” and “entity”, refer to par. 5 of Treasury Instruction Note 17 of 2012.

# VALIDITY PERIOD OF BID AND EXTENSION THEREOF

## The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

# ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

## Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

## The Bidder must complete the Following

 I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **SIGNATURE CAPACITY**

 Contact person of company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tel. of company: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax of company: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_

# APPROVAL OF TENDER DOCUMENT

It is hereby recommended that approval is granted for Tender: “DARD/RFB 02/2025/2026: **SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS**, to be advertised.

|  |  |
| --- | --- |
| **Submitted by:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr. SW van der Merwe****Chairperson: Bid Specification Committee****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Supported / Not Supported****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr. T Matshaba****Director: Supply Chain Management****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Recommended / Not Recommended****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Ms. F. Claassen****Act. CFO****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Approved / Not Approved****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Mr. T. Mabilo****Act. Head Of Department****DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**SECTION 3**

* **GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

|  |
| --- |
| * *NOTES*

The purpose of this document is to:1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
2. 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 pluraland 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 provisionsin the SCC shall prevail.
 |

* **TABLE OF CLAUSES**

1. Definitions

2. Application

3. General

4. Standards

5. Use of contract documents and information; inspection

6. Patent rights

7. Performance security

8. Inspections, tests and analysis

9. Packing

1. Delivery and document
2. Insurance
3. Transportation
4. Incidental services
5. Spare parts
6. Warranty
7. Payment
8. Prices
9. Contract amendments
10. Assignment
11. Subcontracts
12. Delays in the supplier’s performance
13. Penalties
14. Termination for default
15. Dumping and countervailing duties
16. Force Majeure
17. Termination for insolvency
18. Settlement of disputes
19. Limitation of liability
20. Governing language
21. Applicable law
22. Notices
23. Taxes and duties
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. “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. “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.
	2. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.1.14 “GCC” means the General Conditions of Contract.1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) 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 Bid Bulletin. The Government Bid 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 cheque7.4 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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.* 1. 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.* 1. 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. Deliveryand 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:1. 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 thesupplier’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 subbidder(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. |
|  | * 1. 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. Terminationfor default** | 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| **24. Anti-dumping and countervailing duties and rights** | * 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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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. ForceMajeure** | 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. Terminationfor 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.* 1. 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 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** | * 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
	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** | 33.1The 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,asamended,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 relationshipand 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 publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned. |

**Annexure A**

**PRICING SCHEDULE**

**SUPPLY AND DELIVERY OF FOODSTUFF PROVISIONS FOR THE GLEN COLLEGE OF AGRICULTURE AT GLEN FOR A PERIOD OF 36 MONTHS**

|  |
| --- |
| **USE BLACK INK TO COMPLETE THIS FORM** |
| **CLOSING DATE AND TIME: Friday, 19 September 2025; 11:00** |
|  **VALIDITY DAYS: 120 days** |
| **PERIOD REQUIRED:** The contract shall endure for a period of 36 months; from the date of commencement thereof.  |
| **PRICES:** Prices must be fixed for the first year of the contractual period after which the suppliers will submit adjusted prices, according to SBD 3.2 annually on the first and second anniversary of the contract for consideration by the Department. Adjusted prices will be fixed on an annual basis. |
| **PARTICIPATING INSTITUTIONS** |
| GLEN COLLEGE OF AGRICULTURE AT GLEN |
| **IMPORTANT NOTES**The Department reserves the right to appoint more than one supplier.Bidders must quote on all items in order to qualify for evaluation. Bidders who only bid for a sub-item will not be considered.**FOOD SAFETY REQUIREMENTS** Suppliers must adhere to the food safety standards and food transportation and handling requirements in compliance with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) and all regulations under this act. |
| **NAME OF THE TENDERER** |  |
| **ADDRESS OF THE TENDERER** |  |
| **TELEPHONE NUMBER** |  |
| **FAX NUMBER** |  |
| **CELLPHONE NUMBER** |  |
| **E-MAIL ADDRESS** |  |

|  |
| --- |
| **Annexure A (cont)****Pricing instructions:**1. Price per item must exclude the delivery cost at Glen College of Agriculture’s kitchen. Cost of delivery is calculated separately under item 14 of the pricing schedule.
2. Indicate items zero rated for VAT under the VAT column where applicable, by inserting the percentage VAT charged per item.
3. Estimated quantities per month as provided in the pricing schedule is used for purposes of evaluating the bid and are not necessarily indicative of the expected quantities required per month.
4. Example calculation of D where B = R 10.00 per unit VAT exclusive and C is not a zero rated item and therefore VAT is charged at 15%:

D = R 10.00 x (1 + 0.15) = R 10.00 x 1.15 = R 11.50.1. Example calculation of E where D = R 11.50 per unit VAT inclusive and A is 50 units per month:

E = R 11.50 x 50 = R 575.001. Pricing schedule (Bidders are required to complete the pricing schedule in full for all categories and quote on all items indicated).
2. To be completed in the Excel file provided, printed and each page signed and attached to the tender document. The electronic copy of the pricing schedule also submitted together with the tender document on a memory stick in the envelope
 |
| **No.** | **CATEGORY** | **Unit** | **Estimated Quantity per month****(A)** | **Unit Price VAT Excl.****(B)** | **VAT %****(Specify 0% or 15%)****(C)**  | **Unit Price VAT Incl.****D=(B)\*(1+C%)** | **Amount (VAT Incl.)****E= (A) x (D)** |
| **1** | **MEAT** |   |   |   |   |   |   |
| 1.1 | Topside, Beef, Whole | kg | 150 |   |   | R | R |
| 1.2 | Beef Mincemeat, 10% fat content (Maximum) | kg | 90 |   |   | R | R |
| 1.3 | Beef Stew | kg | 60 |   |   | R | R |
| 1.4 | T-Bone Steak, Beef, 12mm to 15mm in thickness | kg | 256 |   |   | R | R |
| 1.5 | Meaty bones, Beef | kg | 75 |   |   | R | R |
| 1.6 | Braai chops, Mutton, 12-15mm in thickness, 120-140g per chop | kg | 68 |   |   | R | R |
| 1.7 | Stewing Mutton, excl leg. 50mm. 78% meat, 2% fat, 20% bones | kg | 100 |   |   | R | R |
| 1.8 | Leg of Pork, Deboned | kg | 160 |   |   | R | R |
| 1.9 | Pork Chops, 12-15mm in thickness, 120 – 140g per chop | kg | 256 |   |   | R | R |
| 1.10 | Boerewors 3% or less water content | kg | 155 |   |   | R | R |
| 1.11 | Beef Patties 100% Beef | kg | 43 |   |   | R | R |
| 1.12 | Chicken Polony 2,5 kg Loaf Packaging(Quality equivalent to Enterprise) | 2,5 kg | 20 |   |   | R | R |
| 1.13 | French Polony, 2.0 kg Loaf Packaging(Quality equivalent to Enterprise) | 2,0 kg | 20 |   |   | R | R |
| 1.14 | Sandwich Ham, Cooked 2.5 kg Loaf Packaging(Quality equivalent to Enterprise) | 2,5 kg | 16 |   |   | R | R |
| 1.15 | Russians, Long – 1.2 kg Packaging(Quality equivalent to Enterprise)  | 1.2 kg | 180 |   |   | R | R |
| 1.16 | Vienna Smoked, Foot long, 6 x 1 kg packaging(Quality equivalent to Enterprise)  | 6 x 1 kg | 140 |   |   | R | R |
| 1.17 | Cocktail Cheese grillers 6 x 1kg packaging(Quality equivalent to Enterprise) | 6 x 1 kg | 20 |   |   | R | R |
| 1.18 | Cocktail pies – 48 x 45 g case | Case | 20 |   |   | R | R |
| 1.19 | Beef sausage, 500 g per tray, 9 trays per box | Box | 8 |   |   | R | R |
| 1.20 | Pork sausage, 500 g per tray, 9 trays per box | Box | 8 |   |   | R | R |
| 1.21 | Bacon Shoulder 6 x 1 kg box packaging(Quality equivalent to Freys) | Box | 13 |   |   | R | R |
| 1.22 | Chicken breast fillet IQF 6 x 2 kg packaging | 6 x 2kg | 23 |   |   | R | R |
| 1.23 | Chicken Drumsticks MCP 150-180GR; ± 13 kg packaging | ± 13 kg Bag | 24 |   |   | R | R |
| 1.24 | Chicken Thighs MCP 150-180GR 75p; ± 11.5 kg packaging | ± 11.5 kg Bag | 31 |   |   | R | R |
| 1.25 | Chicken Quarter Legs 10 kg packaging box (+/-33P) | 10 kg Case | 25 |   |   | R | R |
| 1.26 | Chicken Wings 10 kg packaging case | 10 kg Case | 25 |   |   | R | R |
| 1.27 | Chicken livers box 10 x 1kg packaging(Quality equivalent to Rainbow) | 10 kg Box | 5 |   |   | R | R |
| **TOTAL MEAT (CARRIED TO SUMMARY)** | **R** |
| **2** | **FISH** |   |   |   |   |   |   |
| 2.1 | Hake, Fillet, Large 5 kg packaging | 5 kg | 14 |   |   | R | R |
| 2.2 | Fish Cake, 2 kg box |  2 kg Box | 32 |   |   | R | R |
| 2.3 | Fish Finger, 5 kg case | 5 kg Case | 32 |   |   | R | R |
| 2.4 | Battered fish, Case 54 x 100g | Case | 14 |   |   | R | R |
| **TOTAL FISH (CARRIED TO SUMMARY)** | **R** |
| **3** | **DAIRY PRODUCTS AND EGGS** |   |   |   |   |   |   |
| 3.1 | Full Cream Milk 2 litre packaging | 2 litre | 900 |   |   | R | R |
| 3.2 | 2% fat Long Life Milk Case 6 x1 litre packaging | Case | 900 |   |   | R | R |
| 3.3 | Yoghurt, Flavoured, sweetened 1litre packaging | 1 litre | 30 |   |   | R | R |
| 3.4 | Sour Milk 2 litre(Quality equivalent to Amazi)  | 2 litre | 15 |   |   | R | R |
| 3.5 | Gouda Cheese 2,5 kg packaging | 2,5 kg | 12 |   |   | R | R |
| 3.6 | Feta cheese plain 400 g | 400 g | 25 |   |   | R | R |
| 3.7 | Cheddar Cheese 2,5 kg packaging | 2,5 kg | 12 |   |   | R | R |
| 3.8 | Parmesan Cheese grated, 1 kg packaging | 1 kg | 4 |   |   | R | R |
| 3.9 | Cream, Fresh, 1 L | 1 litre | 4 |   |   | R | R |
| 3.10 | Eggs, Large box (15 DOZ) | Box | 9 |   |   | R | R |
| **TOTAL DAIRY PRODUCTS AND EGGS (CARRIED TO SUMMARY)** | **R** |
| **4** | **SPREADS** |   |   |   |   |   |   |
| 4.1 | Peanut Butter, Smooth 1 kg(Quality Equivalent to Black Cat) | 1 kg | 64 |   |   | R | R |
| 4.2 | Jam, Smooth – Peach 900g packaging | 900 g | 10 |   |   | R | R |
| 4.3 | Jam, Smooth – Strawberry 3,75 kg packaging | 3,75 kg | 10 |   |   | R | R |
| 4.4 | Jam, Smooth – Apricot A10 tin size packaging | A10 | 10 |   |   | R | R |
| 4.5 | Margarine 1kg packaging(Quality equivalent to RAMA) | 1 kg | 150 |   |   | R | R |
| 4.6 | Honey 1 kg | 1 kg | 5 |   |   | R | R |
| 4.7 | Syrup, Golden 1 kg packaging | 1 kg | 5 |   |   | R | R |
| 4.8 | Cheese Spread, 400 g  | 400 g | 8 |   |   | R | R |
| 4.9 | Marmite, 250 g | 250 g | 20 |   |   | R | R |
| 4.10 | Fish Paste, 125 g | 125 g | 25 |   |   | R | R |
| 4.11 | Sandwich Spread, 270 g | 270 g | 25 |   |   | R | R |
| **TOTAL SPREADS (CARRIED TO SUMMARY)** | **R** |
| **5** |  **BREAD, BAKERY AND CEREALS** |   |   |   |   |   |   |
| 5.1 | White Bread 700g, Sliced(Quality equivalent to SASKO or Blue Ribbon or Albany) | 700g loaf | 640 |   |   | R | R |
| 5.2 | Brown Bread 700g, Sliced(Quality equivalent to SASKO or Blue Ribbon or Albany) | 700g loaf | 640 |   |   | R | R |
| 5.3 | Bread Buns (Hot Dog Buns) | p/dozen | 40 |   |   | R | R |
| 5.4 | Bread Buns (Hamburger Buns) – 100 g | p/dozen | 40 |   |   | R | R |
| 5.5 | Muffins Case 48 x 55g | Case | 42 |   |   | R | R |
| 5.6 | Croissants (mini; 30g) Box 150 x 30g | Box | 40 |   |   | R | R |
| 5.7 | Croissants (large; 80g) Box 70 x 80g | Box | 48 |   |   | R | R |
| 5.8 | Scones Case 80 x 50g | Case | 52 |   |   | R | R |
| 5.9 | Choice Assorted Biscuits 2 kg packaging | 2kg | 5 |   |   | R | R |
| 5.10 | Tennis Biscuits, case 12 x 200 g packaging | Case | 5 |   |   | R | R |
| 5.11 | Eat Sum More Biscuits, case 12 x 200 g packaging | Case | 5 |   |   | R | R |
| 5.12 | Lemon Cream Biscuits, case 12 x 200 g packaging | Case | 5 |   |   | R | R |
| 5.13 | Romany Cream Biscuits, case 12 x 200 g packaging | Case | 5 |   |   | R | R |
| 5.14 | Provita biscuits, case 12 x 250 g packaging | Case | 40 |   |   | R | R |
| 5.15 | Mabela Porridge, 10 kg | 10 kg | 2 |   |   | R | R |
| 5.16 | Breakfast cereal biscuit, 900 g(Quality equivalent to Weetbix) | 900 g | 25 |   |   | R | R |
| 5.17 | Pronutro 500 g | 500 g | 25 |   |   | R | R |
| 5.18 | Breakfast corn flakes cereals 1 kg(Quality equivalent to Kellogg’s) | 1kg | 48 |   |   | R | R |
| 5.19 | Breakfast All-bran cereals 1 kg(Quality equivalent to Kellogg’s) | 1kg | 48 |   |   | R | R |
| 5.20 | Oats 1kg | 1kg | 50 |   |   | R | R |
| 5.21 | Rice krispies 500g | 500g | 100 |   |   | R | R |
| 5.22 | Muesli 750g | 750g | 50 |   |   | R | R |
| **TOTAL BREAD, BAKERY AND CEREALS (CARRIED TO SUMMARY)** | **R** |
| **6** | **FRESH FRUITS & VEGETABLES** |   |   |   |   |   |   |
| 6.1 | Potatoes, fresh Grade 1, Large 10 kg pockets | 10 kg bag | 11 |   |   | R | R |
| 6.2 | Potatoes, fresh Grade 1, Large 7 kg pockets | 7 kg bag | 15 |   |   | R | R |
| 6.3 | Baby potato 700g bag | 700 g bag | 50 |   |   | R | R |
| 6.4 | Sweet Potatoes, 1 kg bag | 1 kg bag | 50 |   |   | R | R |
| 6.5 | Carrots, Select (not broken) 5 kg bags | 5 kg bag | 16 |   |   | R | R |
| 6.6 | Baby Carrots 300g bag | 300 g | 50 |   |   | R | R |
| 6.7 | Beetroot, 1 kg Bag | 1 kg bag | 6 |   |   | R | R |
| 6.8 | Onion, Grade 1, 7 kg bags | 7 kg bag | 10 |   |   | R | R |
| 6.9 | Red onion, 1 kg | 1 kg | 10 |   |   | R | R |
| 6.10 | Pumpkin (Boer), 35 kg bags | 35 kg | 4 |   |   | R | R |
| 6.11 | Butternut, 10 kg bag | 10 kg | 80 |   |   | R | R |
| 6.12 | Gem Squash, 10 kg Pockets | 10 kg | 6 |   |   | R | R |
| 6.13 | Baby Marrow, 4 kg box | 4 kg | 8 |   |   | R | R |
| 6.14 | Patty Pans, 200 g | 200 g | 300 |   |   | R | R |
| 6.15 | Cabbage 10 kg bags with minimum outside leaves | 10 kg | 8 |   |   | R | R |
| 6.16 | Red cabbage, 3 kg box | 3 kg | 20 |   |   | R | R |
| 6.17 | Cauliflower, 350 g | 350 g | 300 |   |   | R | R |
| 6.18 | Broccoli, 400 g | 400 g | 200 |   |   | R | R |
| 6.19 | Spinach, 1 kg Bunch | 1 kg | 50 |   |   | R | R |
| 6.20 | Tomatoes, firm and Ripe, 6 kg Box | 6 kg | 20 |   |   | R | R |
| 6.21 | Cherry tomato, 250 g punnet | 250 g | 320 |   |   | R | R |
| 6.22 | Green Beans, 2 kg | 2 kg | 30 |   |   | R | R |
| 6.23 | English Cucumbers x15 / Box | Box | 5 |   |   | R | R |
| 6.24 | Green Peppers, 4 kg Box | 4 kg | 3 |   |   | R | R |
| 6.25 | Red pepper, 4 kg Box  | 4 kg | 4 |   |   | R | R |
| 6.26 | Yellow pepper, 4 kg Box  | 4 kg | 4 |   |   | R | R |
| 6.27 | Button Mushrooms, box (10 x 250 g) | 10 x 250 g | 48 |   |   | R | R |
| 6.28 | Garlic crushed, 1kg  | 1 kg | 5 |   |   | R | R |
| 6.29 | Lettuce, x8 / Box  | Box | 5 |   |   | R | R |
| 6.30 | Mixed Lettuce, 200 g | 200 g | 300 |   |   | R | R |
| 6.31 | Parsley, 30g Bunch | 30 g | 60 |   |   | R | R |
| 6.32 | Thyme, 20 g | 20 g | 40 |   |   | R | R |
| 6.33 | Mint leaves, 20 g | 20 g | 40 |   |   | R | R |
| 6.34 | Mixed Vegetables, 1 kg | 1 kg | 10 |   |   | R | R |
| 6.35 | Bananas, 18 kg Box | 18 kg | 4 |   |   | R | R |
| 6.36 | Guavas, 7.5 kg Box | 7.5 kg | 5 |   |   | R | R |
| 6.37 | Pawpaws, 1 kg Box | 1 kg | 15 |   |   | R | R |
| 6.38 | Mangoes, 1 kg Box | 1 kg | 15 |   |   | R | R |
| 6.39 | Kiwi Fruit, 500g | 500 g | 20 |   |   | R | R |
| 6.40 | Sweet Melon, 2.6 kg Box | 2.6 kg | 8 |   |   | R | R |
| 6.41 | Apples, red, 20 kg Box | 20 kg | 8 |   |   | R | R |
| 6.42 | Apples, Green, 20 kg Box | 20 kg | 8 |   |   | R | R |
| 6.43 | Grapes, 1 kg Box | 1 kg | 100 |   |   | R | R |
| 6.44 | Naartjies, 10 kg Box | 10 kg | 10 |   |   | R | R |
| 6.45 | Oranges, 10 kg bags | 10 kg | 10 |   |   | R | R |
| 6.46 | Lemon, 1 kg Bag | 1 kg | 15 |   |   | R | R |
| 6.47 | Pineapples, 1 kg Box | 1 kg | 40 |   |   | R | R |
| 6.48 | Strawberry, 1 kg | 1 kg | 40 |   |   | R | R |
| 6.49 | Blueberry, 1 kg | 1 kg | 20 |   |   | R | R |
| 6.50 | Raisins/Sultanas, 1kg Bag | 1 kg | 5 |   |   | R | R |
| **TOTAL FRESH FRUITS AND VEGETABLES (CARRIED TO SUMMARY)** | **R** |
| **7.      FROZEN VEGETABLES** |   |   |   |   |   |   |
| 7.1 | Baby Carrots, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.2 | Julienne Carrots, 6 x 1 kg Case  | Case | 10 |   |   | R | R |
| 7.3 | Beans (French Cut), 6 x 1 kg Case | Case | 12 |   |   | R | R |
| 7.4 | Butternut, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.5 | Sweet Potato chunks, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.6 | Potato Chips, 10 x 1 kg Case | Case | 5 |   |   | R | R |
| 7.7 | Broccoli & Cauliflower, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.8 | Mixed vegetables, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.9 | Country Mix, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| 7.10 | Assorted Stir-fry frozen vegetables, 6 x 1 kg Case | Case | 10 |   |   | R | R |
| **TOTAL FROZEN VEGETABLES (CARRIED TO SUMMARY)** | **R** |
| **8.      FRUIT JUICE CONCENTRATE NECTAR(± 40 - 50%; Dilution rate >= 1:4; Similar to Magalies)** |   |
| 8.1 | Apple (Concentrated); 5 litre | 5 litre | 20 |   |   | R | R |
| 8.2 | Cranberry (Concentrated); 5 litre  | 5 litre | 20 |   |   | R | R |
| 8.3 | Guava (Concentrated); 5 litre | 5 litre | 20 |   |   | R | R |
| 8.4 | Orange (Concentrated); 5 litre | 5 litre | 20 |   |   | R | R |
| 8.5 | Fruit Punch (Concentrated); 5 litre | 5 litre | 20 |   |   | R | R |
| 8.6 | Mango & Orange (Concentrated); 5 litre | 5 litre | 20 |   |   | R  | R |
| **TOTAL FRUIT JUICE CONCENTRATE (CARRIED TO SUMMARY)** | **R** |
| **9.      BEVERAGES OTHER** |   |   |   |   |   |   |
| 9.1 | Instant Coffee; 1.5 kg packaging(Quality equivalent to Ricoffy) | 1,5 kg | 12 |   |   | R | R |
| 9.2 | Rooibos Tea; Box 80’s packaging(Quantity equivalent to Freshpak) | Box | 10 |   |   | R | R |
| 9.3 | Tea tagless; packet 100 x 2.5g packaging(Quality equivalent to Five Roses) | packet | 20 |   |   | R | R |
| 9.4 | Earl Grey tea tagless; carton 200 x 2.5g | carton | 15 |   |   | R | R |
| 9.5 | English breakfast tea; carton 200 x 2.5g  | carton | 10 |   |   | R | R |
| 9.6 | Assorted Fruit juices similar to Fruitree; Case 24; 24 x 250ml | Case | 20 |   |   | R | R |
| 9.7 | Assorted Fruit juices similar to Liqui Fruit; Case 24; 24 x 300ml packaging | Case | 20 |   |   | R | R |
| 9.8 | Apple juice similar to Appletizer; Case 24, 24 x 330ml packaging | Case | 20 |   |   | R | R |
| 9.9 | Grape juice similar to Grapetiser; Case 24, 24 x 330ml packaging | Case | 20 |   |   | R | R |
| 9.10 | Assorted flavours fizzy juice similar to Minute-maid; Case 24, 24 x 330ml packaging | Case | 20 |   |   | R | R |
| 9.11 | Orange Squash; 2 litre(Quality equivalent to Oros) | 2 litre | 50 |   |   | R | R |
| 9.12 | Assorted flavours soda drinks; Case 24; 24 x 300ml packaging | Case | 40 |   |   | R | R |
| 9.13 | Still Water; Case 24; 24 x 500 ml packaging(Quality equivalent to Valpre or Bonaqua) | Case | 50 |   |   | R | R |
| 9.14 | Sparkling Water; Case 24; 24 x 500 ml packaging(Quality equivalent to Valpre or Bonaqua) | Case | 10 |   |   | R | R |
| **TOTAL BEVERAGES OTHER (CARRIED TO SUMMARY)** | **R** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **10.      CANNED PRODUCTS** |   |   |   |   |   |   |
| 10.1 | Pilchards in Tomato Sauce; 400g | 400 g | 100 |   |   | R | R |
| 10.2 | Butter beans; 2.5 kg(Quality equivalent to Koo) | 2.5 kg | 15 |   |   | R | R |
| 10.3 | Kidney beans; 2.5 kg(Quality equivalent to Koo) | 2.5 kg | 15 |   |   | R | R |
| 10.4 | Green beans; A10(Quality equivalent to Koo) | A10 | 12 |   |   | R | R |
| 10.5 | Baked Beans in Tomato Sauce; 3.06 kg(Quality equivalent to Koo) | 3,06 kg | 12 |   |   | R | R |
| 10.6 | Fruit Cocktail; 3.06 kg | 3,06 kg | 5 |   |   | R | R |
| 10.7 | Guava Halves; 3.01 kg | 3,01 kg | 6 |   |   | R | R |
| 10.8 | Peach halves; 3 kg | 3 kg | 6 |   |   | R | R |
| 10.9 | Pear halves; 3 kg | 3 kg | 6 |   |   | R | R |
| 10.10 | Chakalaka; 410 g(Quality equivalent to Koo) | 410 g | 60 |   |   | R | R |
| 10.11 | Tomato Puree; 3.06 kg | 3.06 kg | 2 |   |   | R | R |
| 10.12 | Olives seedless; 4.1 kg | 4.1 kg | 4 |   |   | R | R |
| 10.13 | Black Olives; 4.1kg | 4.1 kg | 4 |   |   | R | R |
| **TOTAL CANNED PRODUCTS (CARRIED TO SUMMARY)** | **R** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **11.      GRAINS & STARCH** |   |   |   |   |   |   |
| 11.1 | Macaroni; 3 kg(Quality equivalent to Fattis & Monis) | 3 kg | 15 |   |   | R | R |
| 11.2 | Spaghetti; 3 kg(Quality equivalent to Fattis & Monis) | 3 kg | 15 |   |   | R | R |
| 11.3 | Rice parboiled; 10 kg(Quality equivalent to Tastic) | 10 kg | 12 |   |   | R | R |
| 11.4 | Brown Rice; 2kg(Quality equivalent to Tastic) | 2 kg | 10 |   |   | R | R |
| 11.5 | Maize Meal; 10 kg(Quality equivalent to White Star) | 10 kg | 13 |   |   | R | R |
| 11.6 | Samp; 10 kg(Quality equivalent to Iwisa) | 10 kg | 9 |   |   | R | R |
| 11.7 | Cake Flour; 10 kg(Quality equivalent to Golden cloud) | 10 kg | 9 |   |   | R | R |
| **TOTAL GRAINS AND STARCH (CARRIED TO SUMMARY)** | **R** |
| **12.      DISPOSABLES** |   |   |   |   |   |   |
| 12.1 | Clingwrap cater roll (330 mm wide x 1400 m length); specify any length of more than 1000m | Cater roll | 2 |   |   | R | R |
| 12.2 | Heavy duty catering foil roll (70 m x 440 mm) | Roll | 5 |   |   | R | R |
| 12.3 | Fomo food tray no. 30, sleeve 75’s(Quality equivalent to Aro)  | 75’s | 100 |   |   | R | R |
| 12.4 | Plastic spoons; 100’s(Quality equivalent to Aro)  | 100’s | 20 |   |   | R | R |
| 12.5 | Plastic teaspoons; 100’s(Quality equivalent to Aro)  | 100’s | 20 |   |   | R | R |
| 12.6 | Plastic forks; 100’s(Quality equivalent to Aro)  | 100’s | 20 |   |   | R | R |
| 12.7 | Plastic bottles and lids; 250 ml x 50(Quality equivalent to Aro)  | 250ml x 50 | 40 |   |   | R | R |
| 12.8 | Plastic Cups (250 ml x 50) | 250 ml x 50 | 40 |   |   | R | R |
| 12.9 | Plastic heavy duty aprons, disposable; (100’s) | 100’s | 2 |   |   | R | R |
| 12.10 | White serviettes box of 1000 (300 mm x 300 mm) | Box | 4 |   |   | R | R |
| 12.11 | Vacuum bag; 185 mm x 110 mm, 100 per pack | 100 pack | 5 |   |   | R | R |
| 12.12 | Plastic Shopping bag; Bale 300mm x 160mm x 430 | Bale | 1 |   |   | R | R |
| 12.13 | Toothpicks wrapped; 1000 per box | Box | 2 |   |   | R | R |
| 12.14 | Kebab stick (long), 50’s 250mm x 3mm  | 50’s | 8 |   |   | R | R |
| 12.15 | Kebab stick (short), 50’s 200 x 3mm | 50’s | 8 |   |   | R | R |
| 12.16 | Food string/twine Roll 1mm x 100m | Roll | 1 |   |   | R | R |
| 12.17 | Matches; 10 x 10’s shrink | 10 x 10’s SHR | 1 |   |   | R | R |
| 12.18 | Charcoal; 4kg bag | 4 kg bag | 15 |   |   | R | R |
| 12.19 | Firelighters; 12’s (box)Quality equivalent to Blitz) | Box | 5 |   |   | R | R |
| **TOTAL DISPOSABLES (CARRIED TO SUMMARY)** | **R** |
| **13.     CONDIMENTS** |   |   |   |   |   |   |
| 13.1 | Mayonnaise; 20 kg bucket(Quality equivalent to Cross & Blackwell) | 20 kg | 1 |   |   | R | R |
| 13.2 | Tomato Sauce; 700 ml(Quality equivalent to All Gold) | 700 ml | 80 |   |   | R | R |
| 13.3 | Chutney; 3 kg packaging(Quality equivalent to Mrs H Balls) | 3 kg | 4 |   |   | R | R |
| 13.4 | Sweet chilli sauce; 2 litre(Quality equivalent to Wellington) | 2 litre | 10 |   |   | R | R |
| 13.5 | 1000 Island dressing; 2 litre (Quality equivalent to Knorr) | 2 litre | 5 |   |   | R | R |
| 13.6 | Worcestershire Sauce; 5 litre | 5 litre | 6 |   |   | R | R |
| 13.7 | Mustard; 2 litre packaging(Quality equivalent to Colmann’s) | 2 litre | 3 |   |   | R | R |
| 13.8 | Garlic sauce; 375 ml  | 375 ml | 16 |   |   | R | R |
| 13.9 | Mushroom Sauce; 2 kg(Quality equivalent to Knorr) | 2 kg | 5 |   |   | R | R |
| 13.10 | Garlic & Herb Sauce; 2 litre | 2 litre | 11 |   |   | R | R |
| 13.11 | Soy Sauce; 2 litre | 2 litre | 5 |   |   | R | R |
| 13.12 | White Sauce packet; 1 kg TUB | 1 kg | 16 |   |   | R | R |
| 13.13 | Cheese Sauce packet; 800g TUB | 800 g | 16 |   |   | R | R |
| 13.14 | Extra hot Peri-Peri Sauce; 2 litre | 2 litre | 2 |   |   | R | R |
| 13.15 | Hot Peri-Peri Sauce; 2 litre | 2 litre | 5 |   |   | R | R |
| 13.16 | Mild Peri-Peri Sauce; 2 litre | 2 litre | 5 |   |   | R | R |
| 13.17 | Spirit Vinegar white; 5 litre | 5 litre | 3 |   |   | R | R |
| 13.18 | White Sugar; 12.5 kg | 12.5 kg | 15 |   |   | R | R |
| 13.19 | Brown Sugar; 2 kg | 2 kg | 5 |   |   | R | R |
| 13.20 | Sweetener; 1000 sachets per Box | Box | 2 |   |   | R | R |
| 13.21 | Paprika, 700g | 700 g | 20 |   |   | R | R |
| 13.22 | Garlic Salt, 100g | 100 g | 40 |   |   | R | R |
| 13.23 | Steak & Chops Spice, 1kg | 1 kg | 4 |   |   | R | R |
| 13.24 | Six Gun Spice, 1kg | 1 kg | 4 |   |   | R | R |
| 13.25 | Portuguese Spice, 1 kg | 1 kg | 4 |   |   | R | R |
| 13.26 | Lemon & Herb Spice 800 g | 800 g | 4 |   |   | R | R |
| 13.27 | Food spice similar to Aromat; 1 kg | 1 kg | 4 |   |   | R | R |
| 13.28 | BBQ Spice; 1 kg packaging(Quality equivalent Robertsons)  | 1 kg | 4 |   |   | R | R |
| 13.29 | Chicken Spice; 1 kg packaging(Quality equivalent Robertsons)  | 1 kg | 4 |   |   | R | R |
| 13.30 | Garlic Spice; 100g packaging(Quality equivalent Robertsons)  | 100 g |  10 |   |   | R | R |
| 13.31 | Medium Curry; 800 g packaging(Quality equivalent Robertsons)  | 800 g | 4 |   |   | R | R |
| 13.32 | Turmeric; 800g packaging(Quality equivalent Robertsons) | 800g | 2 |   |   | R | R |
| 13.33 | Fish Spice; 1 kg packaging(Quality equivalent Robertsons) | 1 kg | 4 |   |   | R | R |
| 13.34 | White Pepper; 800 g packaging(Quality equivalent Robertsons) | 800 g | 3 |   |   | R | R |
| 13.35 | Black Pepper; 800 g packaging(Quality equivalent Robertsons) | 800 g | 3 |   |   | R | R |
| 13.36 | Salt Fine, Iodated; 1 kg | 1 kg | 20 |   |   | R | R |
| 13.37 | Salad dressing, Greek; 1 litre(Quality equivalent to Knorr) | 1 litre | 20 |   |   | R | R |
| 13.38 | Salad dressing, Honey & mustard; 1 litre(Quality equivalent to Knorr) | 1 litre | 20 |   |   | R | R |
| 13.39 | Brown Onion Soup; 1.6 kg packaging | 1,6 kg | 10 |   |   | R | R |
| 13.40 | Meat stock brown; 1 kg packaging(Quality equivalent to BISTO) | 1 kg | 10 |   |   | R | R |
| 13.41 | Beef Stock Cubes; 12 x 10g BoxQuality equivalent to Knorr) | Box | 6 |   |   | R | R |
| 13.42 | Chicken Stock cubes; 12 x 10g Box(Quality equivalent to Knorr) | Box | 6 |   |   | R | R |
| 13.43 | Mutton Stock cubes; 12 x 10g Box(Quality equivalent to Knorr) | Box | 6 |   |   | R | R |
| 13.44 | Marinade Chicken; 5 litre(Quality equivalent to Jimmy`s) | 5 litre | 5 |   |   | R | R |
| 13.45 | Marinade Beef; 5 litreQuality equivalent to Jimmy`s) | 5 litre | 5 |   |   | R | R |
| 13.46 | Marinade, Lemon & Herb; 2 litre | 2 litre | 30 |   |   | R | R |
| 13.47 | Baking essence (vanilla) 1 litre | 1 litre | 5 |   |   | R | R |
| 13.48 | Tartaric acid; 1 kg packaging | 1 kg | 2 |   |   | R | R |
| 13.49 | Baking Powder; 1 kg packaging | 1 kg | 2 |   |   | R | R |
| 13.50 | Bicarbonate of Soda; 500g packaging | 500 g | 5 |   |   | R | R |
| 13.51 | Dry Yeast instant; 48 x 10g packaging | 48 x10 g | 2 |   |   | R | R |
| 13.52 | Chicken Coating; 5 kg Bag | 5 kg | 6 |   |   | R | R |
| 13.53 | Custard Powder, 2.5 kg | 2.5 kg | 8 |   |   | R | R |
| 13.54 | Jelly powder, 8 x 500 g Carton | Carton | 8 |   |   | R | R |
| 13.55 | Malva pudding instant mix 400 g | 400 g | 30 |   |   | R | R |
| 13.56 | Sunflower Cooking oil; 20 litre | 20 litre | 5 |   |   | R | R |
| 13.57 | Canola Cooking oil; 4 litre | 4 litre | 15 |   |   | R | R |
| 13.58 | Olive Oil; 1 litre | 1 litre | 20 |   |   | R | R |
| 13.59 | Coconut Oil; 500 ml | 500 ml | 20 |   |   | R | R |
| 13.60 | Powdered milk; 1 kg | 1 kg | 10 |   |   | R | R |
| 13.61 | Endearments; 1 kg packaging | 1 kg | 10 |   |   | R | R |
| **TOTAL CONDIMENTS (CARRIED TO SUMMARY)** | R |
| **14** | **TRANSPORT** | **Unit** | **Estimated return trips per month****(A)** | **Unit Price VAT Excl.****(B)** | **VAT %****(Specify 0% or 15%)****(C)** | **Unit Price VAT Incl.****D=(B)\*(1+C%)** | **Amount (VAT Incl.)****E= (A) x (D)** |
| 14.1 | Transport costs to Glen - **normal vehicle** (unit price should be rate per km x return distance(70 km)) | return trip | 12 |   |   | R | R |
| 14,2 | Transport costs to Glen - **cold truck** (unit price should be rate per km for cold truck x return distance (70 km)) | return trip | 8 |   |   | R | R |
| **TOTAL TRANSPORT (CARRIED TO SUMMARY)** | R |

|  |  |
| --- | --- |
| **SUMMARY OF SCHEDULES** | **Amount (VAT Incl.)** |
| 1 | TOTAL MEAT |  R |
| 2 | TOTAL FISH |  R |
| 3 | TOTAL DAIRY PRODUCTS AND EGGS |  R |
| 4 | TOTAL SPREADS |  R |
| 5 | TOTAL BREAD, BAKERY AND CEREALS |  R |
| 6 | TOTAL FRESH FRUITS AND VEGETABLES |  R |
| 7 | TOTAL FROZEN VEGETABLES |  R |
| 8 | TOTAL FRUIT JUICE CONCENTRATE |  R |
| 9 | TOTAL BEVERAGES OTHER |  R |
| 10 | TOTAL CANNED PRODUCTS |  R |
| 11 | TOTAL GRAINS AND STARCH |  R |
| 12 | TOTAL DISPOSABLES |  R |
| 13 | TOTAL CONDIMENTS |  R |
| 14 | TOTAL TRANSPORT |  R |
| **SUB TOTAL (F)** |  **R** |
| **TOTAL ESTIMATE FOR YEAR 1 (G)*****(Groceries required for 10 months a year excluding December and January)* (G = F x 10)** | **x10** |  **R** |

**TOTAL ESTIMATED TENDER AMOUNT OVER 36 MONTHS**

Note:

Price adjustments will only be done on the first and second anniversary of the contract based on the information as supplied in SBD 3.2. Within years pricing will be fixed.

Estimated inflation % as provided in the pricing schedule is used for purposes of evaluating the bid and are not indicative of the expected price adjustment at the first and second anniversary of the contract.

Example price adjustment Year 2 with year 1 (G) = R 1 000 000.00.

I = R 1 000 000.00 x (1 + 0.04) = R 1 000 000.00 x 1.04 = R 1 040 000.00

|  |  |  |
| --- | --- | --- |
| **Period** | **Estimated inflation % (H)** | **Year estimate** |
| Year 1 (total from summary of schedules) (G) |  |  R  |
| Year 2 (I = G x (1+H%)) | 4% |  R  |
| Year 3 (J = I x (1+H%)) | 4% |  R  |
| **TOTAL ESTIMATED TENDER AMOUNT (36 months)** |  **R**  |

1. 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. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)