









5	FLAVOUR ANTS	<p>with low saturated fat levels</p> <p>The product should be in liquid form, have an acceptable taste, a pleasant odour and attractive sparkling appearance</p> <p>The product should have minimum shelf life of 9 months or more on delivery</p>	<p>name, weight, grade, nutritional information, expiry / best before date</p> <p>The product should be transported, stored in a cool well ventilated location and handled in the appropriate manner</p>	5l	4888	936											5824	
		<p>Vanilla Essence</p> <p>The product should be used as a flavoring agent for baked items.</p> <p>It should have a minimum shelf life of 12 months or more on delivery.</p>	<p>Packaging should be in appropriate sealed bottle</p> <p>Labeling must reflect the product name, ingredients, weight, grade, nutritional information, expiry / best before date</p> <p>The product should be transported, stored in a cool well ventilated location and handled in the appropriate manner</p>	500ml	720													

Drafted by:	Signature: 	Date: 27/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:		
Approved By: Specification Committee		24/05/2023
Advert Approved By:		



Sweeteners	Sweeteners	Sweeteners must be packed in opaque bleached sulphate paper sachets, 72mmx52mm, paper 31g/m, LPDE9g/m (Low density polyethylene)	Labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date	The product should be transported, in a cool well ventilated location and handled in the appropriate manner	1kg(1 g x 1000)	2500	720	6750	7000	20000	36936	575	5000	79481
	<p>The product should be a good quality grade</p> <p>It must be an anti-caking agent, Aspartame free</p> <p>1 g must be equal to 10g of normal sugar</p>													

Drafted by:	Signature	Date
Recommended by: Programme Manager		20/04/24
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		




	Sugar sachets	<p>The product should be of grade A</p> <p>To product should be sound, fair and marketable quality, dry, homogeneous granulated, free – flowing crystals</p> <p>At the time of packing moisture should not exceed 0.05%</p> <p>At the time of packaging the nutrient values should not be significantly more or less than the following:</p> <table border="1"> <thead> <tr> <th>Nutrient breakdown</th> <th>Per 100g</th> </tr> </thead> <tbody> <tr> <td>Kilojoules</td> <td>1698kJ</td> </tr> <tr> <td>Protein</td> <td>0g</td> </tr> <tr> <td>Carbohydrate</td> <td>100g</td> </tr> <tr> <td>Fat</td> <td>0g</td> </tr> <tr> <td>Cholesterol</td> <td>0mg</td> </tr> <tr> <td>Dietary fibre</td> <td>0g</td> </tr> <tr> <td>Total sodium</td> <td>1mg</td> </tr> </tbody> </table> <p>Sugar is to be packed in bleached Kratt paper / poly bags</p> <p>Labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date</p> <p>The product should be transported, in a cool well ventilated location and handled in the appropriate manner</p>	Nutrient breakdown	Per 100g	Kilojoules	1698kJ	Protein	0g	Carbohydrate	100g	Fat	0g	Cholesterol	0mg	Dietary fibre	0g	Total sodium	1mg	5g											
Nutrient breakdown	Per 100g																													
Kilojoules	1698kJ																													
Protein	0g																													
Carbohydrate	100g																													
Fat	0g																													
Cholesterol	0mg																													
Dietary fibre	0g																													
Total sodium	1mg																													

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		24/05/2023
Approved by: Specification Committee		
Advert Approved By:-		24/05/2023

Sweeteners	Diabetic sugar sachets, Low-calorie sweetener, aspartame free that has anti-oxidant and anti-diabetic properties. Packaging must be an opaque bleached sulphate paper, properly sealed and labelled with the product name, manufacturing date, nutritional information, expiry date and name and address of the manufacturer. 1000 X 1g with minimum shelf life of 180 days	Labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date The product should be transported, in a cool well ventilated location and handled in the appropriate manner	Box of 1000 x 1g	6500	36432					575	5000	48507
------------	---	--	------------------	------	-------	--	--	--	--	-----	------	-------



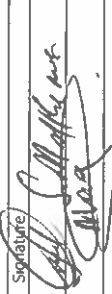
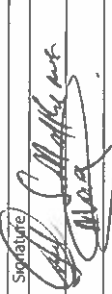
Drafted by:		Signature	Date
Recommended by: Programme Manager			24/05/2023
Reviewed by:-			24/05/2023
Approved By: Specification Committee			
Advert Approved By:-			

	Milk powder	<p>- The product should not be classified as coffee creamer or tea creamer</p> <p>- The product should be a good quality grade</p> <p>- The milk must come from herds free of tuberculosis, brucellosis, mastitis or any other dangerous diseases</p> <p>- It should be clean, free of antibiotics and pathogenic organisms, the coliform count must be less than 10/ml in pasteurized and less than 50/g on other dairy products, free from E.coli and not cloth when boiled for five minutes</p> <p>- The milk should be pasteurized, evaporated, homogenized and spray dried in order</p>	<p>Milk powder should be packed in bleached Kraft paper / poly bags</p> <p>Labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date</p> <p>The product should be transported, in a cool well ventilated location and handled in the appropriate manner</p>	25KG						400	360	600	1360	
--	-------------	--	---	------	--	--	--	--	--	-----	-----	-----	------	--

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/08/2023
Reviewed by: -		24/05/2023
Approved By: Specification Committee		
Advert Approved By: -		24/08/2023

to obtain the instant powder
The product should be of a powdered nature having a cream to pale yellow colour, have pure, fresh characteristic of milk flavor
At the time of packaging the nutrient values should not be significantly more or less than the following:

Nutrient breakdown	Per 100
Kilojoules	2075kj
Protein	26.4g
Lactose	38.6g
Butterfat	>26.0g
Lecithin	0.2g
Minerals (ash)	5.8g
Vitamin A	1500 IU
Vitamin B2	1.3mg
Vitamin D	7.5ug
Vitamin B12	1mg
Calcium	880mg

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by: -		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By: -		24/05/2023

Part 5 – Schedule A

Government Procurement

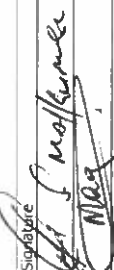
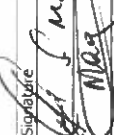
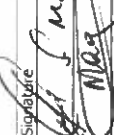
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

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

Drafted by:	Signature	Date
Recommended by: Programme Manager		27/01/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		




- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:




- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

- 1.2 "Contract" means the written agreement entered into between the

Drafted by:		Signature	Date
Recommended by: Programme Manager			28/06/2023
Reviewed by:			24/05/2023
Approved By: Specification Committee			
Advert Approved By:			24/05/2023

purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

Drafted by:		Date	24/01/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:-			
Approved By: Specification Committee			24/08/2023
Advert Approved By:-			

41.

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.

3.1 Unless otherwise indicated in the bidding documents, the purchaser

shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.




3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin

may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

5. Use of Contract documents and information;

94

Drafted by:		Date	26/05/2023
Recommended by: Programme Manager		Date	26/05/2023
Reviewed by:-			
Approved By: Specification Committee			24/05/2023
Advert Approved By:-			

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.




7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

	Signature	Date
Drafted by:		24/06/2021
Recommended by: Programme Manager		24/07/2021
Reviewed by:		
Approved By: Specification Committee		
Advert Approved By:		24/08/2021

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

Drafted by:	<i>S. M. K. K. K.</i>	Date
Recommended by: Programme Manager	<i>23/05/2023</i>	<i>24/05/2023</i>
Reviewed by:	<i>May</i>	<i>24/05/2023</i>
Approved By: Specification Committee	<i>N. MACQUEEN</i>	<i>24/05/2023</i>
Advert Approved By:-		

the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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



9. Packing

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

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

10. Delivery and documents

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

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		
Advert Approved By:-		24/05/2023

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

Drafted by:		Date	27/05/2023
Recommended By: Programme Manager			24/05/2023
Reviewed by:			
Approved By: Specification Committee			24/05/2023
Advert Approved By:			

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

14. Spare parts 14.1

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

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

15. Warranty

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.

	Signature	Date
Drafted by:	<i>[Signature]</i>	24/05/2023
Recommended by: Programme Manager	<i>[Signature]</i>	24/05/2023
Reviewed by:-		
Approved By: Specification Committee		
Advert Approved By:-	<i>[Signature]</i>	24/05/2023

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment 16.1

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services

performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

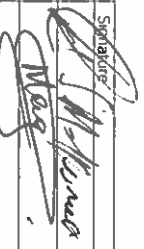
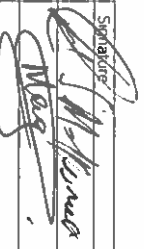

18. Contract

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

101

Drafted by:-	Signature	Date
Recommended by: Programme Manager		24/06/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

perform under the contract, except with the purchaser's prior written consent.


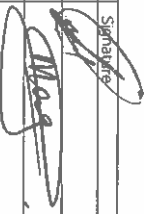

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's

performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its Sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

Drafted by:		Date	24/01/2023
Recommended By: Programme Manager			24/01/2023
Reviewed by:			
Approved By: Specification Committee			24/01/2023
Advert Approved By:			

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,




- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

Drafted by:		Date	24/05/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:			
Approved By: Specification Committee			24/05/2023
Advert Approved By:			

30. Applicable

Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.




32. Taxes and

Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

	Signature	Date
Drafted by:		24/08/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:		
Approved by: Specification Committee		24/05/2023
Advert Approved By:		

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

33. National

Industrial

Participation (NIP)

Programme

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




34. Prohibition of

Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

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

Drafted by:	Signature	Date
Recommended by: Programme Manager		29/01/2028
Reviewed by:-		26/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

Part 5 – Schedule B



Central supplier Database

CENTRAL SUPPLIER DATA BASE

IT IS A CONDITION OF BIDDING: -

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

109

Drafted By:		Date
Recommended By: Programme Manager		27/05/2023
Reviewed by:		24/05/2023
Approved By: Specification Committee		
Advert Approved By:	LENI MACHUNISWA	24/05/2023

Schedule C
Pricing Schedule




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
Closing Time 11:00	Closing date:

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




Drafted by:		Date	24/05/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:-			
Approved By: Specification Committee			24/05/2023
Advert Approved By:-			

DRY GROCERIES/PATIENT FOOD

CATEGORY A : Breakfast Cereals and Beverages




DISTRICT BIDED FOR			ALFRED NZO			AMATHOLE			BCM			CHRIS HANI		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATE D QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	Weet-Bix	900g (48 Biscuits)	5878			5508			1590			3168		
2	Oats	25kg				2160			264			15708		
		1kg	6868											
		10kg				252			1296					
3	Maltabela	10kg				576			576					

112


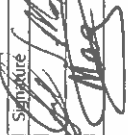


Drafted by:		Date	29/11/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:-			
Approved By: Specification Committee			
Advert Approved By:-			24/05/2023

[illegible]

DISTRICT BIDED FOR	JOE GOABI	NELSON MANDELA	OR TAMBO	SARAH BARATMAAN
--------------------	-----------	----------------	----------	-----------------

Drafted by:-		Date	24/11/2023
Recommended by:- Programme Manager			24/05/2023
Reviewed by:-			
Approved By:- Specification Committee			
Advert Approved By:-			24/05/2023

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST
1	Weet-Bix	900g (48 Biscuits)	7200			10090			2728		2634
2	Oats	25kg	7200			18200			1728		1422
		1kg									
		10kg									
3	Maltabela	10kg	7200			5200					432
		1kg									
4	Ground coffee bag (urn)	25g				6300					
5	Tea Bag	0.003g per 100(250 g pack)									
	Tea bag (Urn)	25g	2160			4300					1076
											1764



Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:		24/05/2023

6	Rooibos tea bag	0.003g per 100(250 g pack)	2160	4000					1656	
TOTAL BID PRICE PER DISTRICT			R	R	R				R	

CATEGORY B: Grains and Legumes

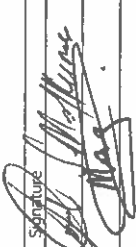


DISTRICT BID FOR			ALFRED NZO		AMATHOLE		BCM		CHRIS HANI	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE
1	Rice White	10 kg	5816			9720			6816	
2	Mealie rice	10 kg				72				
		2.5K				288			1600	
		5Kg								

115

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

3	Samp	10 kg	3628		5004	216			3936	
4	Pasta/macaroni	500g			9000	2464				
		3kg	7220							
		1kg	6800							
5	White Maize Meal	10 kg								
			6000		6840	2808			6348	
6	Cake flour	12.5 kg								
			5608		504	3000			72	
7	Corn-flour	500 g								
8	Lentils(brown)	500g			936	900				
		1kg	3744		576					
		5kg			5904					

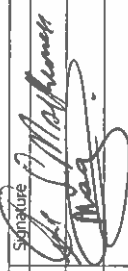

116

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by: -		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By: -		

9	Dried Sugar Beans	5kg	4112	5652	1899						
TOTAL BID PRICE											
PER DISTRICT			R	R	R					R	

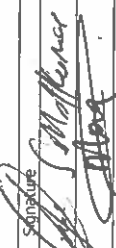
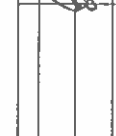

DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BARATMAAN		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.
1	Rice White	10 kg	3160		7200				6760		1800			
2	Mealie rice	10 kg			600									

117

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:		24/05/2023
Approved By: Specification Committee		
Advert Approved By :-		24/05/2023

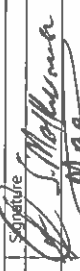
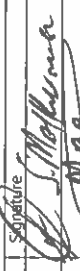
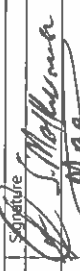
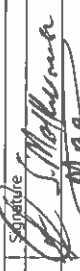
DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BARATMAAN		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED QTY.	UNIT PRICE	TOTAL COST
1	Salt	1 kg	1000			5400			3880			612		
2	Dried herbs and spices													

124

Drafted by:	Signature	Date
Recommended by: Programme Manager		29/05/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		



-	Curry powder	1 kg	167				667			190			298		
-	turmeric	1 kg	167				667			190			298		
-	paprika	1 kg	167				667			190			298		
-	aromat	1 kg	167				667			190			298		
-	chicken spice	1 kg	167				667			190			298		
-	BBQ spice	1 kg	167				667			190			298		
-	steak & chops spice	1 kg	167				667			190			298		
-	ground cinnamon	1 kg	167				667			190			298		
-	dried parsley	1 kg	167				667			190			298		
-	mixed herbs	1 kg	167				667			190			298		
-	black pepper	1 kg	167				667			190			298		

125

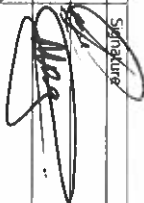
Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		24/05/2023

	white pepper	1 kg	167				667		190			298
3	Custard powder	2.5 kg	2000				1185		576			558
4	Jelly powder	2 kg	1000				5940		3880			
5	Soya Mince	20kg	1000				636		1076			4392
6	Chutney-original	5kg	1000				2528		1076			648
7	Worcestershire sauce	5lt	1000				1724					504
8	Vinegar	5lt	500				998					360
9	Mayonnaise	20kg	1000				172		2152			324
		3kg					1600					
		750g										
		340ml										

126

Drafted by:	Signature:	Date:
Recommended by: Programme Manager		24/05/2023
Reviewed by:		24/05/2023
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		




14	Cooking Oil	20lt	1500																
		5lt																	
15	Vanilla essence	1lt	500																
TOTAL BID PRICE																			
PER DISTRICT			R																
				R															
					R														
						R													
							R												
								R											
									R										
										R									
											R								
												R							

Drafted by:		Signature	Date	27/05/2023
Recommended by: Programme Manager				24/05/2023
Reviewed by:-				
Approved By: Specification Committee				
Advert Approved By:-				

CATEGORY D: CANNED PRODUCTS AND SUGARS & MILK POWDER

DISTRICT BIDDED FOR			ALFRED NZO			AMATHOLE			BCM			CHRIS HANI		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QTY.	UNIT PRICE	TOTAL COST	ESTIMATE D QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATE D QTY.	UNIT PRICE	TOTAL COST
1	Baked beans	A10	5156			7344			6000			7500		
2	Tomato puree	A10	5212			468			1500			1050		
3	Tomato paste	A10	600									500		

129

Drafted by:		Date	29/05/2023
Recommended by: Programme Manager			29/05/2023
Reviewed by:			
Approved By: Specification Committee			29/05/2023
Advert Approved By:-			

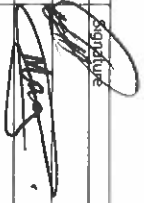
4	Pilchards	410g	5156						7200						6400				4500		
5	Fruit cocktail	A10	720						2844						720				1500		
6	Pie apples	A10	700																1000		
7	Sugar-white	1kg	5000						6084						5000				4500		
8	Sugar sachets	5kg (5g x1000)	2500						720						6750				7000		
9	Sugar- brown	1kg	5000						1728						1000				2500		
10	Sweeteners	1kg (1g x 1000)	1263																		
11	Milk powder	25kg	4138																		
TOTAL BID PRICE																					
PER DISTRICT			R						R						R				R		

DISTRICT BIDED FOR	JOE GQABI	NELSON MANDELA	OR TAMBO	SARAH BARATMAN
--------------------	-----------	----------------	----------	----------------

	Signature	Date
Drafted by:	[Signature]	27/05/2023
Recommended by: Programme Manager	[Signature]	28/05/2023
Reviewed by:-		
Approved By: Specification Committee	[Signature]	29/05/2023
Advert Approved By:-		

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
	Baked beans	A10	8000			1260		2152			7000
	Tomato puree	A10	2500			2864		2152			1500
	Tomato paste	A10	500			972					
	Pilchards	410g	30000			92160		3880			35000
	Fruit cocktail	A10	5000			9864		2728			3500
	Pie apples	A10	4000			4320		2728			500
	Sugar-white	1kg	30000			58320		2728			25000
	Sugar sachets	5kg(5 g x 1000)	20000			36216					5000
	Sugar- brown	1kg	500			360					500
	Sweeteners	1kg(1 g x 1000)	6500			36432		575			5000

131

Drafted By:		Date	24/05/2023
Recommended by: Programme Manager			24/05/2023
Reviewed By:-			
Approved By: Specification Committee			
Advert Approved By:-			

		Advert Approved By:-
		Approved By: Specification Committee
		Reviewed by:-
		Recommended by: Programme Manager
		Drafted by:
	Signature	
	Date	
	29/05/2023	
	24/05/2023	
	24/05/2023	

133

$$P_u = (1 - V) P_l \left(D_1 \frac{R_{l1}}{R_{l0}} + D_2 \frac{R_{21}}{R_{20}} + D_3 \frac{R_{31}}{R_{30}} + D_4 \frac{R_{41}}{R_{40}} \right) + VP_l$$

1. In cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices.
2. In this category price escalations will only be considered in terms of the following formula:

A NON-FIRM PRICES SUBJECT TO ESCALATION

PRICE ADJUSTMENTS:

* Delete if not applicable

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

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

1. Required by:.....
2. Brand and model.....
3. Country of origin.....
4. Does the offer comply with the specification(s)?
* YES/NO
5. Period required for delivery.....
* Delivery: Firm/not firm
6. Delivery basis.....



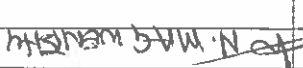
Where:

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

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

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

134

Drafted by:		Date	24/05/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:			
Approved By: Specification Committee			24/05/2023
Advert Approved By:			

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise,

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 institution of State

I 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.

Drafted by:		Signature	24/01/2023
Recommended by: Programme Manager			24/01/2023
Reviewed by:			24/01/2023
Approved By: Specification Committee		Pen. Macquenshik	24/01/2023
Advert Approved By:-			

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:


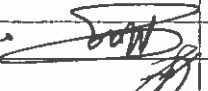
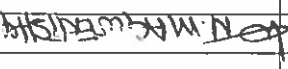
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication

Drafted by:				Date	
Recommended by: Programme Manager				24/05/2023	
Reviewed by:-				24/05/2023	
Approved By: Specification Committee				24/05/2023	
Allvert Approved By:-					

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

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

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


Signature

Date

Position

Name of bidder

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.

Drafted by:		Signature	24/05/2023
Recommended by: Programme Manager			24/05/2023
Reviewed by:			
Approved By: Specification Committee		APPROVED	24/05/2023
Advert Approved By:			

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

Description of Contract	Period		Contract value	Contact Person	Contact Number
	Start Date	End date			

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

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

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

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

.....
NAME IN CAPITAL LETTERS

In the presence of :

1.
2.

	Signature	Date
Drafted by:	<i>[Signature]</i>	24/05/2023
Recommended by: Programme Manager	<i>[Signature]</i>	24/05/2023
Reviewed by:-		
Approved By: Specification Committee	<i>[Signature]</i>	24/05/2023
Advert Approved By:-		

Part 5 – Schedule F

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(delete which is not applicable)

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

NAME _____

ADDRESS : _____

ID NUMBER: _____

NAME : _____

ADDRESS : _____

ID NUMBER: _____

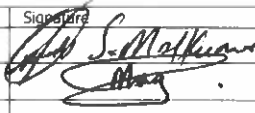
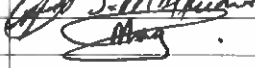

NAME : _____

ADDRESS : _____

ID NUMBER: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

141

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

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

.....
NAME IN CAPITAL LETTERS

In the presence of :

1.

2.

Part 5 – Schedule H

Details of Supplier's Nearest Office

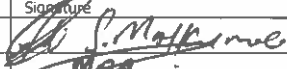


1. Physical address of supplier's office

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

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

143

.....

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

NAME IN CAPITAL LETTERS

In the presence of:

1.

2.

Part 5 – Schedule I Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement for the entity.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

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

144

	Signature	Date
Drafted by:	<i>[Signature]</i>	24/05/2023
Recommended by: Programme Manager	<i>[Signature]</i>	24/05/2023
Reviewed by:-		
Approved By: Specification Committee	<i>[Signature]</i>	24/05/2023
Advert Approved By:-		

**CONTACT
PERSON**

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

.....
NAME IN CAPITAL LETTERS

In the presence of:

1.
2.

Part 5 – Schedule J

SBD 6.1

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

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

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

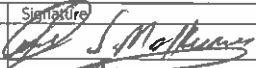
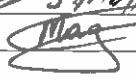

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

145

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) 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.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

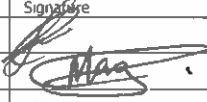

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response

146

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2024
Advert Approved By:-		

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

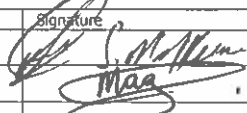


Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

147

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

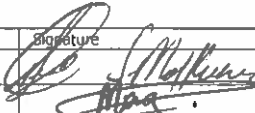



4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

90/10 and 80/20 preference point system.

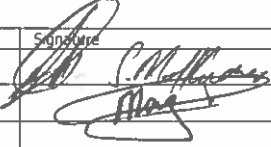

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
TOTAL	100% (20)	




- Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
- The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:*
 - Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.*
 - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*
 - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*

Drafted by:	Signature	Date
Recommended by: Programme Manager		24/05/2023
Reviewed by:		24/05/2023
Approved By: Specification Committee		24/03/2023
Advert Approved By:-		

- DECLARATION WITH REGARD TO COMPANY/FIRM**

4.5. TYPE OF COMPANY/ FIRM

Non-Profit Company

	Signature	Date
Drafted by:		24/05/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:-		
Approved By: Specification Committee		24/05/2023
Advert Approved By:-		

State Owned Company
[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

15:

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

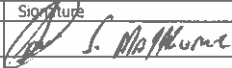
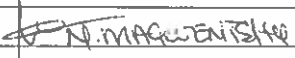
DATE:

ADDRESS:

.....

.....

.....

	Signature	Date
Drafted by:	 S. Makhumane	24/05/2023
Recommended by: Programme Manager		
Reviewed by:-		
Approved By: Specification Committee	 N. Makhumane	24/05/2023
Advert Approved By:-		