

5	FLAVOUR ANTS	<p>with low saturated fat levels The product should be in liquid form, have an acceptable taste, a pleasant odour and attractive sparkling transparent yellow appearance The product should have minimum shelf life of 9 months or more on delivery</p> <p><b>Vanilla Essence</b> The product should be used as a flavoring agent for baked items. It should have a minimum shelf life of 12 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>	51	4888	936	5824												
		<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>	<p>500ml</p> <p>720</p>																

Drafted by:	<i>[Signature]</i>	Date	27/05/2023
Recommended by: Programme Manager	<i>[Signature]</i>	Date	24/05/2023
Reviewed by:			
Approved By: Specification Committee	<i>[Signature]</i>	Date	24/05/2023
Advert Approved By:			



ITEM NO.	DESCRIPTION	PACKAGING	UNIT OF MEASURE	ESTIMATED QUANTITIES FOR 36 MONTHS.								ESTIMATED TOTAL QUANTITIES	COMPLY/DO NOT COMPLY																		
				ALFRED NZO	AMATHOLE	BUFFALO CITY	CHRIS HANI	JOE GQABI	NELSON MANDELA	OR TAMBO	SARAH BARTMAAN																				
1	<p>Baked beans</p> <p>Baked beans in tomato sauce The product should be of grade A 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 100</th> </tr> </thead> <tbody> <tr> <td>Kilojoules</td> <td>340kj</td> </tr> <tr> <td>Protein</td> <td>4.9g</td> </tr> <tr> <td>Carbohydrate</td> <td>17g</td> </tr> <tr> <td>Fat</td> <td>0.5g</td> </tr> <tr> <td>Cholesterol</td> <td>0mg</td> </tr> <tr> <td>Dietary fibre</td> <td>6.0g</td> </tr> <tr> <td>Salt</td> <td>0.7g</td> </tr> <tr> <td>Total sodium</td> <td>273mg</td> </tr> </tbody> </table>	Nutrient breakdown	Per 100	Kilojoules	340kj	Protein	4.9g	Carbohydrate	17g	Fat	0.5g	Cholesterol	0mg	Dietary fibre	6.0g	Salt	0.7g	Total sodium	273mg	<p>The product should be packed in round cans, free from rust, dents and any other disordered which may detrimentally affect the quality of the product.</p> <p>Must be closed properly and in a manner permitted by the nature thereof.</p> <p>Labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date.</p>	A10	5156	7344	6000	7500	8000	12060	2152	7000	55212	
Nutrient breakdown	Per 100																														
Kilojoules	340kj																														
Protein	4.9g																														
Carbohydrate	17g																														
Fat	0.5g																														
Cholesterol	0mg																														
Dietary fibre	6.0g																														
Salt	0.7g																														
Total sodium	273mg																														

Drafted by:	<i>[Signature]</i>	Date	24/08/2023
Recommended by: Programme Manager	<i>[Signature]</i>	Date	24/05/2023
Reviewed by:	<i>[Signature]</i>		
Approved By: Specification Committee	<i>[Signature]</i>		
Advert Approved By:	<i>[Signature]</i>		





Pilchards	<p><b>Pilchard in tomato sauce</b> The product should be of grade A It must contain the following ingredients: pilchards, tomato paste, water, salt, thickener and spice oil 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 100</th> </tr> </thead> <tbody> <tr> <td>Kilojoules</td> <td>531kj</td> </tr> <tr> <td>Protein</td> <td>19g</td> </tr> </tbody> </table>	Nutrient breakdown	Per 100	Kilojoules	531kj	Protein	19g	<p>Labeling must reflect the product 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>	410g	5156	7200	6400	4500	30000	58944	3880	35000	151080
Nutrient breakdown	Per 100																	
Kilojoules	531kj																	
Protein	19g																	

Drafted by:	<i>S. McPherson</i>	Signature	Date	24/05/2023
Recommended by: Programme Manager	<i>N. Maswenda</i>		Date	24/05/2023
Reviewed by:				
Approved By: Specification Committee	<i>N. MASWENDA</i>		Date	24/05/2023
Advert Approved By:				









Sweeteners	Sweeteners	1kg(1 g x 1000)	2500	720	6750	7000	20000	36936	575	5000	79481
Sweeteners - The product should be a good quality grade - It must be an anti-caking agent, Aspartame free 1 g must be equal to 10g of normal sugar	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										

Drafted by:	Signature	Date
Recommended by: Programme Manager		20/29/2024
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, in 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" data-bbox="813 1601 1101 1915"> <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>	Nutrient breakdown	Per 100g	Kilojoules	1698kj	Protein	0g	Carbohydrate	100g	Fat	0g	Cholesterol	0mg	Dietary fibre	0g	Total sodium	1mg	<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>	5g					
Nutrient breakdown	Per 100g																							
Kilojoules	1698kj																							
Protein	0g																							
Carbohydrate	100g																							
Fat	0g																							
Cholesterol	0mg																							
Dietary fibre	0g																							
Total sodium	1mg																							

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



Brown sugar should be a moist finely grained brown sugar which rapidly dissolves on contact with moisture. It should have a strong fudge with toffee like aroma

At the time of packaging the nutrient values should not be significantly more or less than the following:

The product should be transported, in a cool ventilated location and handled in the appropriate manner

Nutrient breakdown	Per 100g
Kilojoules	1698kj
Protein	0g
Carbohydrate	100g
Fat	0g
Cholesterol	0mg
Dietary fibre	0g
Total sodium	1mg

The product should have a shelf life of 12 months on delivery

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

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			24/05/2023
Advert Approved By:-			



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		
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

	Signature	Date
Drafted by:	<i>[Signature]</i>	27/01/2023
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:-		

with government.

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

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

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts

89

	Signature	Date
Drafted by:		29/10/2023
Recommended by: Programme Manager		24/05/2023
Reviewed By:-		
Approved By: Specification Committee		
Advert Approved By:-		24/05/2023

- 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:

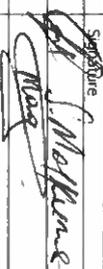
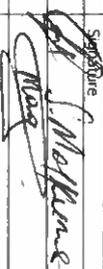
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the

90

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

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.

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

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

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

**3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and

submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

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

**5. Use of Contract documents and information;**

94

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



- 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,

	Signature	Date
Drafted by:	<i>S. Malhotra</i>	
Recommended by: Programme Manager	<i>[Signature]</i>	24/08/2022
Reviewed by:	<i>[Signature]</i>	24/05/2023
Approved By: Specification Committee	<i>[Signature]</i>	24/05/2023
Advert Approved By:-	<i>[Signature]</i>	24/05/2023

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.

	Signature	Date
Drafted by:		24/05/2022
Recommended by: Programme Manager		24/05/2022
Reviewed by:-		
Approved By: Specification Committee		24/05/2022
Advert Approved By:-		

**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

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

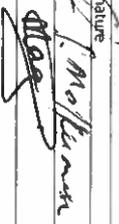
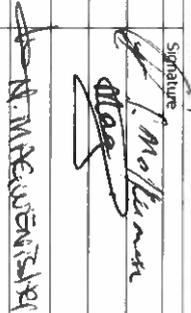
13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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

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

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

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

	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:-		

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

	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:-		

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

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

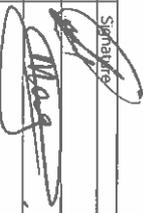
**21. Delays in the supplier's**

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

21.2 If at any time during performance of the contract, the supplier or its Sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

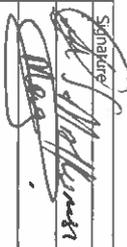
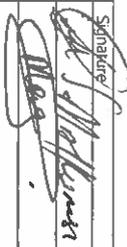
	Signature	Date
Drafted by:		24/05/2023
Recommended By: Programme Manager		
Reviewed by:		
Approved By: Specification Committee		24/05/2023
Advert Approved By:		

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

**23. Termination**

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

	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:-		



**30. Applicable**

**Law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier

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

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

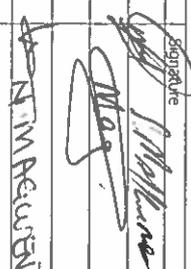
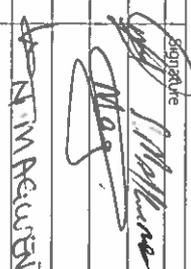
**32. Taxes and**

**Duties**

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

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

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

	Signature	Date
Drafted by:		29/08/2023
Recommended by: Programme Manager		24/05/2023
Reviewed by:		24/05/2023
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 Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of**

**Restrictive practices**

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

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

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

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



**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 <b>11:00</b>	Closing date:

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

	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:-		

**DRY GROCERIES/PATIENT FOOD**

**CATEGORY A : Breakfast Cereals and Beverages**

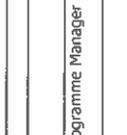
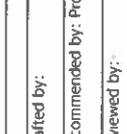
DISTRICT BIDED FOR		ALFRED NZO			AMATHOLE			BCM			CHRIS HANI			
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST
1	Weet-Bix (48 Biscuits)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

112

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



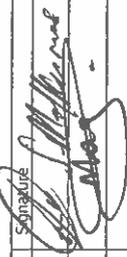
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST
1	Weet-Bix	900g (48 Biscuits)	10090	7200		2728			2634		
2	Oats	25kg	18200	7200		1728			1422		
		1kg									
		10kg									
3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

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

6	Rooibts tea bag	0.003g per 100(250 g pack)	2160	4000					1656	
<b>TOTAL BID PRICE</b>										
<b>PER DISTRICT</b>										
			R	R	R	R	R	R	R	R

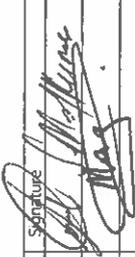
**CATEGORY B: Grains and Legumes**

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	TOTAL COST	ESTIMATED REQUIRED QTY.	UNIT PRICE	TOTAL COST
1	Rice White	10 kg	5816			9720			4104			6816		
2	Mealie rice	10 kg				72								
		2.5K				288						1600		
		5Kg												

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				

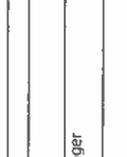
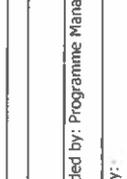
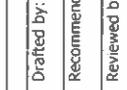
116

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				
<b>TOTAL BID PRICE</b>									
<b>PER DISTRICT</b>									
			R	R	R				R

DISTRICT BIDDED FOR		JOE QQABI			NELSON MANDELA			OR TAMBO			SARAH BARATMAAN			
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED UNIT PRICE	ESTIMATED REQUIRED QTY.	TOTAL COST	ESTIMATED UNIT PRICE	ESTIMATED REQUIRED QTY.	TOTAL COST	ESTIMATED UNIT PRICE	ESTIMATED REQUIRED QTY.	TOTAL COST	ESTIMATED UNIT PRICE	ESTIMATED REQUIRED QTY.	TOTAL COST
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		24/05/2023
Advert Approved By:		

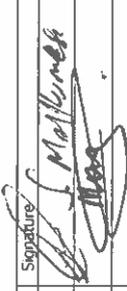








8	Vinegar	5lt	1946	540	636				
9	Mayonnaise	20kg		144	3348				
		3kg		1260					
		750g	4592	432					
		340ml		540					
10	Syrup	750ml							
11	Vegetable extract spread	250g							
12	Peanut butter-smooth	400g			1008				
		15g							
		25kg		576					
		2.75kg		864					
		20kg		180					

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:-		



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

Drafted by:		Date	29/09/2023
Recommended by: Programme Manager		Date	24/05/2023
Reviewed by:-			
Approved By: Specification Committee			
Advert Approved By:-			

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

125

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





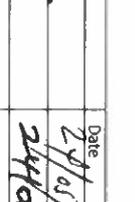




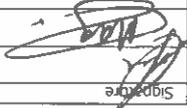


ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
	Baked beans	A10	8000			1260			2152			7000		
	Tomato puree	A10	2500			2864			2152			1500		
	Tomato paste	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		Date	24/05/2023
Reviewed by:		Date	
Approved By: Specification Committee		Date	24/05/2023
Advert Approved By:		Date	



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

$$P_n = (1 - V) P_1 \left( D1 \frac{R_{10}}{R_{11}} + D2 \frac{R_{20}}{R_{21}} + D3 \frac{R_{30}}{R_{31}} + D4 \frac{R_{40}}{R_{41}} \right) + VP_1$$

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

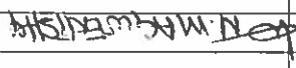
\*\* "all applicable taxes" includes value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

1. Required by:.....
- At: .....
- Brand and model.....
- Country of origin.....
- Does the offer comply with the specification(s)? **\*YES/NO**
4. If not to specification, indicate deviation(s).....
5. Period required for delivery.....  
\* Delivery: Firm/not firm
6. Delivery basis.....





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

137

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 in every respect:

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 DECLARATION**

- 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:


3.4 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 .....  
 Position .....  
 Date .....  
 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.

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

---

**Part 5 – Schedule E**

**Qualifications and Experience**

---

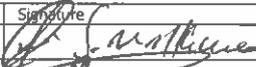
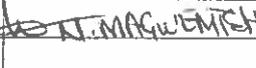
1. Details of the extent of the bidders activities and business, e.g. branches etc:

---

---

---

139

	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:-		

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: \_\_\_\_\_

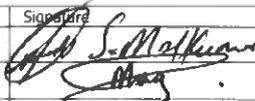
NAME : \_\_\_\_\_

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

---

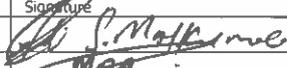
---

---

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><b>FINANCIAL POSITION OF BIDDER</b></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>
<b>NAME OF FINANCIAL INSTITUTION</b>	
<b>ADDRESS</b>	
<b>TEL.NO</b>	
<b>FAX NO</b>	

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:-		

<b>CONTACT PERSON</b>	
-----------------------	--

.....  
**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.

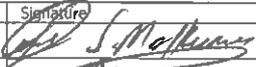
**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

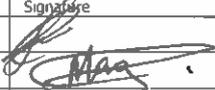
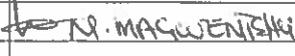
1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

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

146

	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:

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

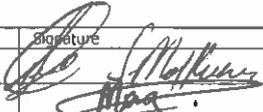
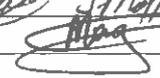
Where

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

**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:		24/01/2027
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)	
<b>TOTAL</b>	<b>100% (20)</b>	

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

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

- *Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
- *Updated CSD report*

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

150

	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:

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

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