social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/004/2023: SUPPLY AND DELIVERY OF GROCERIES FOR THE DE AAR CHILD & YOUTH CARE CENTRE; SPRINGBOK CHILD & YOUTH CARE CENTRES; KIMBERLEY THUTHUZELA CARE CENTRE AND KIMBERLEY SHELTER, FOR A PERIOD OF 36 MONTHS

Document Name	**Bidder to Tick (√) [where applicable]**	**For Office Use (SCM)**
Administrative Compliance Requirements		
Standard Bidding Document (**NCP 1**): Invitation to Bid		
NCP 2 Tax Clearance Requirements		
IMPORTANT NOTES 1; 2 & 3: Bidder took note and understood requirements		
SPECIFICATIONS – Annexure 1: Bidder took note and understood requirements		
SPECIAL CONDITIONS OF CONTRACT – Annexure 2: Bidder took note and understood requirements		
NCP 3 Pricing Schedule to be signed and witnessed by both witness		
NCP 4 Bidder's Disclosure (declare interest in other companies at 2.3)		
NCP 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2022 to be fully completed and signed		
Mandatory Documents Required (Evaluation Criteria)		
Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office **(CIPS)**, previously known as CIPRO. The original date of certification of the copy may not be older than three (3) months on date of closure of bid. CIPC certificate is not relevant in the case where a bidder is a sole proprietor		
Bidders are required to submit the **printed**, valid Tax Clearance Certificate – **Tender** together with the tax compliance status **PIN letter** in order for the Department to view supplier's tax profile.		
Originally certified copy of shareholders/ members **Identity Documents**. The original certification date may not be older than three (3) months on date of closure of bid.		
Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details on CSD. **The date of the report must be the latest i.e. at least 5 days before bid closure.**		

I, the undersigned (full names & surname in print)

____

That all documents have been submitted on the day of closure of the bid

Signed at ______________________on this _________(day) of _________________(month)2023

Office Use SCM Official/ Bid Committee Member I, the undersigned (full names & surname in print) ____ Date: ____________________ That all documents have been submitted on the day and time of bid closure

DEPARTMENT OF SOCIAL DEVELOPMENT

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE SUPPLY AND DELIVERY OF GROCERIES FOR THE DE AAR CHILD & YOUTH CARE CENTRE; SPRINGBOK CHILD & YOUTH CARE CENTRES; KIMBERLEY THUTHUZELA CARE CENTRE AND KIMBERLEY SHELTER, FOR A PERIOD OF 36 MONTHS

BID NUMBER: **NC/SOC/004/2023** CLOSING DATE: **2023-04-03** CLOSING TIME: **11:00**

VALIDITY PERIOD **120** DAYS

The PREFERRED bidder(s) will be required to enter into a service level agreement with the Department

BID DOCUMENTS MAY BE POSTED TO: **Private Bag X 5042, Kimberley, 8300**

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS):* **Latlhi Mabilo Complex, Block C, 257 Barkly Road, Homestead, Kimberley.**

Bidders should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).

NO FAXED OR E-MAIL BID DOCUMENTS WILL BE ACCEPTED.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	....
POSTAL ADDRESS	....
STREET ADDRESS	....
TELEPHONE NUMBER	CODE..............NUMBER..
CELLPHONE NUMBER	....
E-MAIL ADDRESS	....
CSD SUPPLIER NUMBER	....
VAT REGISTRATION NUMBER	....

HAS A VALID TAX COMPLIANCE STATUS PIN [Tender – **NOT** Good Standing] BEEN SUBMITTED? (NCP 2) YES or NO

This bid will be evaluated using the 80/20 point system as required by the Preferential Procurement Regulations of 2022. Please refer to NCP 6.1 for the allocation of points for specific goal.

ARE YOU THE ACCREDITED REPRESENTATIVE **IN** SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES **or** NO

IF YES, ENCLOSE PROOF – AN ORIGINALLY CERTIFIED COPY IS REQUIRED:

INVITATION TO BID

SIGNATURE OF BIDDER: ………

DATE: ……………………………………………………………

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

TOTAL BID PRICE: R ………

ENQUIRIES MAY BE DIRECTED TO:

Department: Social Development, Northern Cape Provincial Government

Contact Persons for bid documents: Ms Bonolo Seretsi / Nomsa Motube

Tel: 053 874 9203 / 9299

Fax: 053 871 2441

E-mail address: InternSCM1@ncpg.gov.za / InternSCM2@ncpg.gov.za

Contact Persons for technical specifications:

Name of Centre	Contact Person	Telephone number	E-mail address
De Aar Child & Youth Care Centre	Denise Booysen	053 – 631 6011 / 6008 / 6010	denisebooysen@ncpg.gov.za
Springbok Child & Youth Care Centre	Liezel Muller	027 – 712 1301	liezelmuller@ncpg.gov.za
Kimberley Thuthuzela Care Centre & Kimberley Shelter	Kelebogile Mathule	053 – 807 5900	kmathule@ncpg.gov.za

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PLEASE NOTE:

Corrections by correctional fluid are not allowed in a bid document. If correctional fluid is used it must be initialled to the correction. Failure to do so may result in such a bid being regarded as non- responsive.

If the correctional fluid is used to correct signatures, prices and descriptions it **shall** lead to a bid being regarded as non-responsive.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the preferred bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Services *(SARS)* to meet his / her tax obligations (written evidence of arrangements must be submitted with bid documents at closing date and time.

2. From 18 April 2016, the South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain a TCS Pin which can be used by authorised third parties to verify your compliance status online via SARS eFiling. In view of the above, a valid, printed tax compliance status Pin certificate **must** be submitted at closing date and time (bid document NCP 2 refers).

3. Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile. **This Certificate together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.**

4. Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the supplier's tax status on CSD. **The date of the report must be the latest i.e. at least 5 days before bid closure.**

5. **The Department will reject any bid from a supplier who fails to provide written proof from SARS that the supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.**

6. In instances where Consortia / Joint Ventures / Sub-Contractors are involved, **each party** must submit a separate, printed valid Tax Compliance Status Pin Certificate as well as CSD full reports.

IMPORTANT NOTICE

NOTE 1

PLEASE NOTE THAT THIS BID CLOSES AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,
LATLHI MABILO COMPLEX, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.

TAKE NOTE:
BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK DELIVERY TO

REGISTRY, BLOCK F:
DEPARTMENT OF SOCIAL DEVELOPMENT,
257 BARKLY ROAD,
HOMESTEAD,
LATLHI MABILO COMPLEX
KIMBERLEY
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,
DEPARTMENT OF SOCIAL DEVELOPMENT
☎ 053 874 9100/9145/9200/9195/9194
STATING THE TRACKING NUMBER OF THE
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE DELIVERED.

BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE REGARDED AND TREATED
AS LATE BIDS.

IMPORTANT NOTICE

NOTE 2

PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: BIDDER'S DISCLOSURE

- **SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE, or SUB-CONTRACTING**
  EACH ENTITY MUST DECLARE ITs INTERESTS ON A SEPARATE NCP 4
  OTHERWISE THE BID SHALL BE INVALID.

- **ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS – ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON CLOSING DATE.**

- **AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE**
  THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,
  MUST ALSO BE ATTACHED TO BID DOCUMENTS.

- **SEPARATE VALID TAX COMPLIANCE STATUS PIN CERTIFICATE OF PARTIES INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING MUST BE ATTACHED TO BID DOCUMENTS.**

- **SEPARATE CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT**

- **A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT A SEPARATE NCP 6.1 POINTS CLAIM FORM FOR EVERY SEPARATE BID.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.

IMPORTANT NOTICE

NOTE 3

PLEASE NOTE THAT:

1. **ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**

2. **COPIES OF ANY DOCUMENTS e.g. IDENTITY or REGISTRATION WITH A PROFESSIONAL- or REGULATORY BODY MUST BE ORIGINALLY CERTIFIED. CERTIFICATION DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON DATE THAT BID CLOSES.**

3. **CORRECTION FLUID MAY NOT BE USED ON BID DOCUMENTS. CORRECT ERRORS BY DELETING IT NEATLY, RE-WRITE CORRECT INFORMATION**
&
INITIAL NEXT TO CORRECTION.

4. **BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED BY TWO (2) WITNESSES.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.

Department of Social Development
Northern Cape Provincial Government

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SPECIAL CONDITIONS OF CONTRACT: BID NC/SOC/004/2023

Supply and delivery of groceries to the De Aar and Springbok Child & Youth Care Centres, Kimberley Thuthuzela Care Centre and Kimberley Shelter

1. Only firm prices for the supply and delivery of groceries will be accepted for the first 12 months, thereafter an annual 5% escalation will be applicable.

2. Non-firm prices – including prices subject to rate of exchange variations – will not be accepted

3. **Bidders are to take cognisance of the constant rising commodity prices when determining their pricing structure**

4. Offer is to remain valid for 120 days after official closing date.

5. Prices must include value added tax (VAT). Bidders may only include VAT in the price if they are registered for VAT.

6. All products that are subjected to an expiry date must be clearly marked and must not expire within six months after delivery.

7. All products must be in original packaging

8. An official order will be issued to the preferred bidder as and when required.

9. Upon delivery, the preferred bidder shall submit an original and correct invoice per official order together with signed-off delivery note to supply chain management as a means of effecting payment.

10. Under **normal circumstances** the lead time for supply and delivery of groceries after receipt of official order shall be five (5) working days.

11. The Department reserves the right to charge penalty fees if preferred bidders do not meet the lead time / delivery period of five (5) days after receipt of an official order

12. Delivery basis - all delivery costs must be included in the bid price [including all overhead costs].

13. **Bidders are advice to indicate the brand name per item compliant to specifications. Failure to provide the brand name shall result in a non-responsive bid.**

14. **The department reserves the right to award bids per district.** *Bidder's are therefore encourage to indicate the district to which you applying for.*

Specifications: Supply and delivery of Groceries at the

De Aar and Springbok Child & Youth Care Centres, Kimberley Thuthuzela Care Centre & Kimberley Shelter

NC/SOC/004/2023

1 **QUALITY OF MEAT AND MEAT PRODUCTS (mass specified for minimum requirements is for cooked edible mass only – mass excludes bone, fat and skin)**

1.1 Not more than 20% of a meat portion (cooked mass) shall be replaced by a textured vegetable protein e.g. soy of an acceptable quality. The Department reserves the right to request written proof of pre-test of the meat and/or meat product.

1.2 The grade for mutton or beef shall be B1 or higher than B1. Lower grades are not acceptable.

1.3 The fat content of mutton and beef products shall have a total animal fat content of not more than 20% i.e. only 5% visible fat.

1.4 Patties and meat pies shall not consist of more than 10% acceptable textured vegetable protein such as soy.

1.5 Meat served to service users of Muslim religion must be purchased from a Muslim Butcher and prepared with separate kitchen utensils and cooked in separate pots.

1.6 Pork meat may not be served at NCSATC.

2 **VEGETABLES AND FRUIT**

2.1 Only choice grade frozen vegetables shall be supplied for vegetable dishes.

2.2 Caterer's grade frozen vegetables shall be supplied for soups and stews.

2.3 Fresh fruit and vegetables shall be of high quality.

3 **SPREADS**

3.1 Only choice grade margarine shall be supplied as it contains vegetable and not animal oil.

3.2 No white margarine is to be supplied.

3.3 Polyunsaturated margarine of 40% must be used for special diets due to medical reasons.

4 **MILK AND MILK PRODUCTS**

4.1 Only pasteurized, fresh, full cream milk shall be supplied.

4.2 Only first grade cheese shall be supplied.

5 **COFFEE AND TEA**

5.1 Good quality ground and instant coffee that does not contain more than 25% chicory shall be supplied.

5.2 No caters' grade "ready-mixed" sachets coffee/tea, sugar and creamers shall be supplied.

5.3 Good quality Ceylon tea and choice quality Rooibos tea shall be supplied.

IMPORTANT NOTES:

* Only firm prices for the supply and delivery of groceries will be accepted for the first 12 months of the contract - thereafter the preferred bidder(s) will be allowed an annual price escalation of 5%.

* Prices must include value added tax (VAT).
* Bidders may only include VAT in the price if they are registered for VAT.
* Use only black ink to complete this form (NCP 3)
* This NCP 3 form must be fully completed, signed and witnessed

Name of Bidder...

Bid Number: **NC/SOC/004/2023**

Closing Date & Time: **03 April 2023 at 11:00**

SUPPLY AND DELIVERY OF GROCERIES FOR THE DE AAR CHILD & YOUTH CARE CENTRE; SPRINGBOK CHILD & YOUTH CARE CENTRE; KIMBERLEY THUTHUZELA CARE CENTRE AND KIMBERLEY SHELTER, FOR A PERIOD OF 36 MONTHS

1. PROTEIN

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Eskort	UNIT PRICE (Including VAT)
1	Smoked Vienna's	1kg		
2	Chicken Livers	1kg		
3	Boerewors	1kg		
4	Chicken Quarters Leg Goldie	10kg		
5	Chicken(mixed portions)	2kg		
6	Chicken Breast Fillet	1kg		
7	Beef Burgers (Patties)	1kg		
8	Chuck	1kg		
9	Mince	1kg		
10	Beef Stew	1kg		
11	Liver	160grm		
12	Hake Fillet (2-4)	5kg		
13	Polony	750g		
14	Mutton Stew	1kg		
SUB-TOTAL (ALL COMMODITIES FOR ITEM 1)				

2. FROZEN AND FRESH VEGETABLES

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg McCain	UNIT PRICE (Including VAT)
1	Frozen Mixed Veg	1kg		
2	Frozen Spinach	1kg		
3	Butternut	1kg		
4	Fresh Spinach	bunch		
5	Beetroot	5kg		
6	Onion	10kg		
7	Carrots	5kg		
8	Potatoes	10kg		
9	Cabbage	1kg loose		
10	Crushed Garlic	1kg		
11	Pine Apple	1 queen		
12	Sweet Potatoes	1kg		
13	Gems Squash	1kg		
14	Lettuce	1 loose		
15	Tomato	1kg		
16	Cucumber	1 loose		
17	Banana	10kg		
18	Red Apples	20kg		
19	Pears	13kg		
20	Green Apples	20kg		
21	Peaches	1kg		
22	Watermelon	1 loose		
23	Plums	1kg		
24	Spansek	1 loose		
25	Oranges	1kg		
26	Frozen Peas	1kg		
27	Green,Red & yellow pepper	500g		
28	Fresh green beans	1kg		
29	Brocoli	1kg		
30	Pumpkin	1 loose		
31	Cauliflower	1kg		
SUB-TOTAL (ALL COMMODITIES FOR ITEM 2)				

3. BAKERY

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Sasko	UNIT PRICE (Including VAT)
1	Brown Hamburger rolls	Dozen		
2	Brown Bread	700g		
SUB-TOTAL (ALL COMMODITIES FOR ITEM 3)				

4. DAIRY

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Stock, Parmalat	UNIT PRICE (Including VAT)
1	Long Life Milk Full Cream	1litre		
2	Margarine	500gr		
3	Eggs	30s		
4	Grated Cheese	1kg		
5	Yoghurt	175ml		
SUB-TOTAL (ALL COMMODITIES FOR ITEM 4)				

5. DRY GROCERY LIST

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Hullets/Koo/Tastic	UNIT PRICE (Including VAT)
1	Magalies Syrup Juice Assorted	5litre		
2	Maize Meal	10kg		
3	Strawberry Jam	1.2 kg		
4	Golden syrup	1kg		
5	Peanut Butter	1kg		
6	Tea	100's (1 packet)		
7	Rooibos	100's (1 packet)		
8	Coffee	750 g		
9	Sugar	12.5kg		
10	Mabele Soft porridge	1kg		
11	Oats	2kg		
12	Weetbix	900kg		
13	Sunflower Oil	20litre		
14	Cake Flour	12,5kg		
15	Rice	10kg		
16	Macaroni	500g		
17	Spaghetti	500g		
18	Samp	10kg		
19	Mielie Rice	10kg		
20	Soya mince	400gr		

5. DRY GROCERY LIST (Continue)

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Hullets/Koo/Tastic	UNIT PRICE (Including VAT)
21	Tennis Biscuits	1kg		
22	Instant soup(packets)	50g		
23	Pilchards	400gr		
24	Lemon juice	500 ml		
25	Chakalaka	410grm		
26	Self-Raising Cake Flour	1kg		
27	Chocolate Muffin Mix	1kg		
28	Vanilla Muffin Mix	1kg		
29	Meat Tenderizer	1kg		
30	Tomato Paste	410grm		
31	Six gun Spice	1kg		
32	Chutney	3kg		
33	Stock cubes(beef & chicken)	1kg		
34	Aromat	1kg		
35	Mushroom Soup	1.7 pouch		
36	Brown Onion Soup	1.7 pouch		
37	Tomato Sauce	4.5lt		
38	Curry	1kg		
39	Vinegar	5ltr		
40	Chicken,BBQ & Steak Spice	1kg		
41	Paprika	1kg		
42	Vanilla Ice Cream	5ltr		
43	Strawberry Ice Cream	5ltr		
44	Macaroni Screws	3kg		
45	Salt	1kg		
46	Baking Powder	1kg		
47	Mayonnaise	3kg		
48	Dry Yeast	10grm		
49	Custard Powder	1kg		
50	Bicarbonate of Soda	1kg		
51	Maizena	1kg		
52	Barbaque Sauce	1kg		
53	Icing Sugar	1kg		
54	Apricot Jam	1.2kg		
55	Jelly	1kg		

5. DRY GROCERY LIST (Continue)

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	BRAND NAME, eg Hullets/Koo/Tastic	UNIT PRICE (Including VAT)
56	Cinnamon	600g		
57	Foil	5m		
58	Borrie	600g		
59	Cling wrap	100m		
60	Pepper(fine white)	800g		
61	Spray and Cook non Stick	300ml		
62	Vanilla Essence	1lt		
SUB-TOTAL (ALL COMMODITIES FOR ITEM 5)				
GRANT TOTAL (ALL ITEMS 1 - 5)				

***Indicate the District for which you applying for:* ....**

EVALUATION CRITERIA:

1. All overhead costs must be included.

2 Bidders are advice to indicate the brand name per item compliant to specifications. Failure to provide the brand name shall result in a non-responsive bid.

3. Bidders may not submit re-calculated prices after awarding of a bid. Prices offered must be firm

4 The Department reserves the right to charge penalty fees if preferred bidders do not meet the lead time / delivery period of five (5) days after receipt of an official order.

5 Append an originally certified copy of the certificate issued to the bidder by the Registrar of Companies & Close Corporations / Companies and Intellectual Property Registration Office (CIPC), previously known as CIPRO. The original date of certification of the copy may not be older than three (3) months on date of closure of bid.

6 Bidders are required to submit the printed, valid **Tax Compliance Status Pin Certificate** in order for the Department to view supplier's tax profile.

7 Bidders are to submit originally certified copy of **shareholders / members Identity Documents.** The original certification date may not be older than three (3) months on date of closure of bid.

8 Bidders are required to submit their detailed **Central Suppliers Database (CSD)** registration report (not the summary report) together with the bid document. . **The date of the report must be the latest i.e. at least 5 days before bid closure.**

9 The Department reserves the right to award the contract to various bidders complying with bid specifications and scoring the highest points for price & specific goals.

10. **The department reserves the right to award bids per district.** *Bidder's are therefore encourage to indicate the district to which you applying for.*

11. CONFIRMATION OF PRICES

I, the undersigned (full names & surname in print):

....

Certify that the prices offered are firm and that I have read directives 1 – 11 on this price schedule, NCP 3.

SIGNED AT..ON THIS........................ DAY OF .... (month) 2023

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS

1... ....

NAME: WITNESS SIGNATURE: WITNESS

2... ....

NAME: WITNESS SIGNATURE: WITNESS

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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………………

………………………………………………………………………………………………

………………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

………………………………………………………………………………………………

………………………………………………………………………………………………

………………………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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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.

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

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

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

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

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

………………………………………	………………………………………
Signature	Date
………………………………………	………………………………………
Position	Name of bidder

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

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

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

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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**

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

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**

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS **20**

Specific Goal	Points allocated	Evidence (proof) to be submitted to claim the points
Youth	5	Bidders must submit the latest full Central Supplier Database [CSD] report. **The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.**

Women	3	Bidders must submit the latest full Central Supplier Database [CSD] report. **The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.**
People living with disabilities	2	Submission of signed-off letter by a Medical Practitioner [Doctor's letter] indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
Black bidder *[persons, or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability]*	10	Bidders must submit the latest full Central Supplier Database [CSD] report. **The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.**
Total points	**20**	

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$	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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth	NOT APPLICABLE	5	NOT APPLICABLE	
Women		3		
People living with disabilities		2		
Black bidder		10		

\

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ....

DATE: ....

ADDRESS: ....

....

....

....

NOTE:

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and

2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.

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

- The general conditions of contract will form part of all bid documents and may not be amended.

- Special conditions of contract (SCC) relevant to a specific bid will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).

- Whenever there is conflict the provisions in the SCC shall prevail.

TABLE OF CONTENTS

1 DEFINITIONS

The following terms shall be interpreted as indicated:

1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.

1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider 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 adjudication process or in contract execution.

1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 **"Country of origin"** means the place where minerals are mined, produce grown or goods produced or manufactured from where the services/goods are rendered or supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or pin purpose or utility from its components.

1.7 **"Day"** means a calendar day.

1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.

1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.

1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial or non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"GCC"** mean the General Conditions of Contract.

1.15 **"Goods"** mean all of the equipment, machinery and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 **"Imported content"** means that portion of the bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bide will be manufactured.

1.17 **"Local content"** means that portion of the bid price that is not included in the imported content, provided that local manufacture does take place.

1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **"Order"** means an official written order issued for the supply of goods, works, or the rendering of a service.

1.20 **"Project site"** where applicable, means the place indicated in bid documents.

1.21 **"Purchaser"** means the department purchasing the goods, works or services.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the special conditions of contract.

1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.

1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

2 APPLICATION

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

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

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

3 GENERAL

3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.

3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

5 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

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

6 PATENT RIGHTS

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

7 PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the preferred 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 obligation 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:

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.

7.3.2 a cashier's or credit 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 if completion of the supplier's performance obligations under the contract, including any warranties obligations, unless otherwise specified in SCC.

7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

8 INSPECTIONS, TESTS AND ANALYSES

8.1 All pre-bid testing will be for the account of the bidder.

8.2 If it is a condition of the bid that supplies to be produced/services to be rendered should at any stage during production or execution or on completion, be subject to inspection. The premises of the bidder/contractor shall be open, at all reasonable hours for inspection by a representative of the department acting on behalf of the department.

8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is deemed necessary that inspections shall be carried out, the purchaser shall make the necessary arrangements – including payment arrangements with the applicable testing authority.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 prove the supplies to be in accordance with the contract requirements, the purchaser shall defray the costs of the inspections, tests and analyses.

8.5 Where the supplies referred to in clauses 8.2 & 8.3 do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the supplier shall defray the costs of the inspections, tests and analyses.

8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.

8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.

8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

9 PACKAGING

9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

10 DELIVERY AND DOCUMENTS

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

11 INSURANCE

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 SCC.

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

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

13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;

13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;

13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;

13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and

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

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 prevailing rates charged to other parties by the supplier for similar services.

14 SPARE PARTS

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

14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and

14.2 In the event of termination of the spare parts:

14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and

14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

15 WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take 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 effected 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 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.

16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

17 PRICES

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

18 CONTRACT AMENDMENTS

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

The supplier/service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 SUBCONTRACTS

The supplier/service provider 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/service provider from any liability or obligation under the contract.

21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE

21.1 Delivery of the goods and/or performance of serves shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.

21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.

21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.

21.5 Except a provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 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 quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:

23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.

23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.

23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier/service provider fail to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.

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

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

23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;

23.6.2 date of commencement of the restriction;

23.6.3 period of restriction; and

23.6.4 reasons for the restriction.

These details will be loaded unto National Treasury's central database of suppliers/service providers and persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004, the court may also rule that such a person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (10) years. The national Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register for Tender Defaulters may be viewed on National Treasury's website.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25 FORCE MAJEURE / ACT OF GOD / NATURE

25.1 Notwithstanding the provisions of GCC clauses 22 & 23, the supplier/service provider shall not be liable for forfeiture of its performance, security, damages or termination for default if and to the extent that delay in performance or other failure to perform obligations under the contract is the result of an event of *force majeure.*

25.2 If a *force majeure* situation arises, the supplier/service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier/service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.

26 TERMINATION FOR INSOLVENCY

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

27 SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier/service provider in connection with or arising from the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

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

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;

27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

28 LIMITATION OF LIABILITY

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

28.1.1 the supplier/service provider 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, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under 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

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

30 APPLICABLE LAW

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

31 NOTICES

31.1Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2The time mentioned in the contract documents for performing any act after written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

32 TAXES AND DUTIES

32.1 A foreign supplier/service provider 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/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of $10 million (American Dollars).

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 a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.