



Province of the
EASTERN CAPE
HEALTH

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF HEALTH							
BID NUMBER:	SCMU3-23/24-0752-HO	CLOSING DATE:	05 APRIL 2024	CLOSING TIME:	11H00		
BID BRIEFING:	13 MARCH 2024 @ DIFFERENT DISTRICT OFFICES AS STATED BELOW @ 11:00						
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PATIENT FOOD (DAIRY PRODUCTS) FOR VARIOUS HOSPITALS AND FACILITIES IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE UNDER MENTIONED ADDRESS: (STREET ADDRESS)							
ALFRED NZO HEALTH DISTRICT	AMATHOLE HEALTH DISTRICT	BUFFALO CITY METRO	CHRIS HANI HEALTH DISTRICT	JOE GQABI HEALTH DISTRICT	NELSON MANDELA HEALTH DISTRICT	OR TAMBO HEALTH DISTRICT	SARAH BAARTMAN HEALTH DISTRICT
81 Murray Street Kokstad 4700	19 St James Road, Old Medical Centre Southernwood, East London 5201	BKB Building NO.79 Cnr Fitzpatrick & Merino Road Quigney East London	Ward F Komani Hospital Office Building Park, Chris Hani Health District Queenstown	32 Dan Pienaar Street Aliwal North 9750	32 Dan Conyngham Road, Parsons Hill Port Elizabeth 6056	9 th Floor Botha Sigcau Building, CNR Owen and Leeds Street Mthatha	Ground Floor, Grace Laboria House, Govan Mbeki Avenue, Port Elizabeth 6001
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MR. M. BUSHULA			CONTACT PERSON	MR. M. BUSHULA		
TELEPHONE NUMBER	(043) 707 6714			TELEPHONE NUMBER	(043) 707 6714		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Mlungisi.Bushula@ehealth.gov.za			E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							

POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
- 2.8 NO BIDS WILL BE CONSIDERED FROM PERSONS NOT FROM SOUTH AFRICA WHO DO NOT HAVE A WORK PERMIT

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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2. Definitions

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising The cover page and the table of content and definitions Part 1 which details the Conditions of Bid; Part 2 which details the Conditions of Contract and Operational Requirements; Part 3 which details the bid strategy Part 4 which details the Specification relating to the Technology / Services in all the requisite bid forms and certificates; <i>As read with GCC–General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1

Conditions of Bid

1. Background and introductory provisions

The Eastern Cape Department of Health intends to engage suitably qualified suppliers for the appointment of service providers for supply and delivery of patient food (dairy products) for various hospitals and facilities in the eastern cape department of health for a period of 36 (thirty-six) months.

2. Offer and special conditions

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. Closing time of bids and provisions relating to submission of bids

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. Enquiries

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated. Contact person - Mlungisi Bushula ; Tel: 043 707 6714

5. Pricing

5.1 Th bidder must submit details regarding the bid price for Goods/Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

6. Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX

6.1 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

7. **Declaration of interest**

The bidder should submit a duly signed declaration of interest (**SBD 4**) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

8. **Qualifications of bidders**

Bidders must submit detailed information that is reference letter together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

9. **Partnerships and legal entities**

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

10. **Consortium/JOINT VENTURE**

10.1 It is recognized that bidders may wish to form consortia to provide the Services.

10.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

10.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions.

10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

10.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

10.2.5 The JV must indicate percentage split.

11. **Organisational principles**

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

12. **Details of the prospective bidders nearest office to the location of the contract**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

13. **Financial Particulars**

Bidder must provide full details regarding its financial particulars and standing, which particulars (financial letter from accredited financial institution) should be submitted together with the bid on the form attached as Part 5- Schedule I.

If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

16. **Preference points claim forms**

Part 5 – Schedule J contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

17. **Validity**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

18. **Acceptance of bids**

The ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

19. **No rights or claims**

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

20. **Non-disclosure, confidentiality and security**

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. **Accuracy of information**

21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

22. Competition

22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.

22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

23. Reservation of Rights

23.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to: -

23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

23.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

23.4 Reject all responses submitted by bidders and to embark on a new bid process.

23.5 Award the bid to more than one bidder.

24. EVALUATION CRITERIA

24.1 The bid will be evaluated as follows:

Stage 1: Administrative Compliance /Pre-Qualification

Stage 2: Mandatory/ Non-Negotiable Requirements

Stage 3: Price and Specific goals

Stage 4: In Loco-Inspection

The stages are further detailed below:

25. Stage 1: Administrative Compliance/ Pre-qualification evaluation

25.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.

25.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

- 25.2.1 reject the Bid in question and not to evaluate it at all;
- 25.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDoH may determine, of it being requested by ECDoH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.
- 25.2.4 All bidders must be registered on Central Supplier Database (CSD) on the date of submission of their bid documents, a proof of registration e.g., a printout from CSD must be attached on the bid document.

26. The following Pre-qualification criteria shall apply:

- 26.1.1 The bid documentation must be completed comprehensively and correctly.
- 26.1.2 Declaration forms (SBD 4) , SBD 3.2 and SBD 6.1 must be completed and signed.
- 26.1.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.1.4 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with member's persons in the service of the state.

26.2. Stage 2: Mandatory/ Non-Negotiable Requirements

- 26.2.1 Bidders must provide supporting documentation as per the bid requirements.
- 26.2.2 Must have a manufacturing or production facility in the Eastern Cape or submit an agreement with direct producer in the province. **(Compulsory and Non-Negotiable).**
- 26.2.3 The bidder must provide an Acceptability of Premises Certificate from the municipality for where dairy products will be sourced. (Compulsory and Non-Negotiable)
- 26.2.4 TRANSPORTATION -Proof of Availability of Delivery Vehicles -

The product should be transported at a temperature of 0 - 7°C, i.e. the delivery truck must be cooled and **not only** insulated. A truck with a canopy is therefore **unsuitable**.
The product should be delivered at temperatures not exceeding 7°C.

Prospective bidders are required to submit the following documentation for administrative compliance.

#	<i>Requirement</i>	Complied	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.2) correctly calculated		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		

#	Requirement	Complied	
		YES	NO
E	Joint Venture agreement (if applicable)		
F	Acceptability of Premises Certificate from the municipality for where dairy products will be sourced. (Compulsory and Non-Negotiable)		
G	Letter of Agreement from the farmer/ dairy where dairy products will be sourced if the dairy products will be procured from a third party / supplier. (Compulsory and Non-Negotiable)		
H	Bidder must provide proof of Availability of Delivery Vehicles - The product should be transported at a temperature of 0 - 7°C, i.e. the delivery truck must be cooled and not only insulated. A truck with a canopy is therefore unsuitable. The product should be delivered at temperatures not exceeding 7°C.		
J	All bidders must be registered on Central Supplier Database (CSD) on the date of submission of their bid documents, a proof of registration e.g., a printout from CSD must be attached on the bid document.		

PLEASE NOTE:

Failure to comply with the above pre-qualification requirements may invalidate your bid and your bid may not be evaluated further.

28. Stage 3: Price and Preference Evaluation

28.1. Responsive bids which comply to the 3rd stage evaluation will be evaluated on the 90/10-preference point system in terms of The Preferential Procurement Policy Framework Act, 2000 (act 5 of 2000) and Preferential Regulations, **2022**. In terms of regulation 6 of the preferential procurement regulations pertaining to The Preferential Procurement Policy Act (Act 5 Of 2000), responsive bids will be adjudicated by the department on the 90/10-preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- Specific Goal points (maximum 10 points)

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

$$Ps = 90 \left(1 - \frac{P - P_{min}}{P_{min}} \right)$$

$$\frac{P - P_{min}}{P_{min}}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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)
Historically Disadvantaged Individuals Ownership	20% (2)	
Women Ownership	20% (2)	
Youth Ownership	20% (2)	
Disability Ownership	20% (2)	
Military Veterans Ownership	10% (1)	
Locality Ownership – EC	10% (1)	
TOTAL	100% (10)	

An SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 IS TO BE SUBMITTED TO CLAIM DEPARTMENTAL SPECIFIC GOAL POINTS

- 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 are in line with the specified requirements include:*
 - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id copy .*
 - *Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy.*
 - *Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy.*
 - *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*

- 28.2 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 28.3 The total points scored will be rounded off to the nearest 2 decimals.
- 28.4 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for specific goals.
- 28.5 Should two or more bids equal in all respects; the award shall be decided by drawing of lots.
- 28.6 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

29. STAGE 4: IN LOCO EVALUATION

In loco inspection may be conducted to shortlisted bidders to verify information provided with the bid.

The department reserves the right to physically verify contents that are contained in the first stage of technical evaluation.

➤ **A visit to the main office of the Bidder will be made. During this visit the following will be verified:**

- Address confirmation for the proof of address submitted with the bid.
- Validation of Acceptability of Premises Certificate from the municipality.
- Visit the Pack houses where dairy product will be sourced as per letter of Agreement from the bidder. ***if the dairy products will be procured from a third party / supplier.***
- Validation of proof of certificate of acceptability from the municipality for the Vehicle to be used for transporting food stuff. (Insulated cool truck) and FRIDGE temperature must not exceed 7°C during delivery.

Contracting Stage

The following additional information will be required at contracting stage:

1. Quality assurance letter from Department of Agriculture on the production facility and product after agreed upon 'vetting' methodology completed
2. Compliance with industry standards, that is, Good Agricultural Practice (Local GAP) for producers (farmers) and Hazard Analysis Critical Control Point (HACCP) for packhouses

and processors

- 3 Bidder must provide a Compliance Certificate from the Registered Pack house where dairy products will be sourced. (Compulsory and Non-Negotiable).

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 Prices shall be firm for the first 6 months, year 2 and year 3 prices will be subjected to CPI reviewed half yearly.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. BRAND NAME

Bidders must state the brand name offered on the pricing schedule (SBD 3.2). If the brand name offered changes during the contract implementation the new brand must meet the same standard of the awarded.

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 4.1 *The ECDoH's operational requirements.*** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 4.2 *Problem identification and reporting.*** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall: -
- 4.3 *Other Service Providers*** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.
- 4.4 *Regulations and statutes*** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 4.5 *Compliance with procedures.***

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 4.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 4.8 Contractor's procedures** The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution** Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;
- 4.9 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Goods are provided in a clean and tidy manner.
- 4.10. Service reports:** The contractor shall, upon written request from the DOH or its appointed Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

5. **HAZARDOUS MATERIALS**

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

6. **FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

7. **ENERGY MANAGEMENT**

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

8. **OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor: -

1. acknowledges that he is fully aware of the terms and conditions of the Act;
2. acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
3. agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

9. **SERVICE LEVEL AGREEMENT**

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. **PERFORMANCE MEASUREMENT PROVISIONS**

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined: -with reference to reports provided by contractor; with reference fine to reports or complaints received from third parties; by means of user satisfaction surveys conducted by ECDoH by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

10.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

Periodic checks: with the terms and conditions of the contract if accepted by ECDoH. ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH. User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

10.5 Results of checks, audits and surveys ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

11. **BREACH AND TERMINATION**

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

12. **LOSS AND DAMAGE**

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

13. **SUB-CONTRACTORS**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

PART 3
BID STRATEGY

Bid No.	SCMU3-23/24-0752-HO
Bid Description	APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PATIENT FOOD (DAIRY PRODUCTS) FOR VARIOUS FACILITIES IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

1. Purpose

- 1.1** The aim of the strategy is to address all Eastern Cape Department of Health (ECDOH) Hospitals needs for patient food.
- 1.2** The bid will be awarded provincially for all ECDOH Hospitals/facilities.
- 1.3** Bid will be awarded to Multiple bidders per Region/ Cluster
- 1.4** Suppliers to be appointed for Cluster closest to the production or manufacturing facilitate with the district, however where there are no sufficient bidders in a particular Cluster or District, suppliers based in other District in the province will be appointed.
- 1.5** Facility address should be stipulated on SBD1. The Department reserves the right to conduct site visits during any stage of the evaluation to partner with relevant stakeholders in the process. Samples to demonstrate the quality of the goods and packaging should be prepared by the bidder.
- 1.6** The bidder must select the district they are bidding for and attach the relevant proof of address. The Department may conduct address verification for evaluation purposes.
- 1.7** Service Providers delivering incorrect or sub-optimal quality or quantity products for more than 3 times as determined by end-user/ contract managers will cancel and the service provider will be removed from the panel.
- 1.8** Prices to include delivery to ECDoH facility ordering.
- 1.9** Bids should include description of delivery mode and bidders should demonstrate capacity to be able to deliver consistently and timeously.
- 1.10** No late deliveries will be accepted. Service Providers defaulting on deliveries more than 3 times will be cancelled and removed from panel
- 1.11** The Department of Health reserves the right to determine the maximum number of supplier for the panel and utilization.
- 1.12** The Department reserve the right to enter into post bid negotiation.
- 1.13** Bidders must bid for all items within a category in the Specification. E.g., Bid for all items in Category A of B per District.

1.14 The successful bidder will be requested to deliver the goods ordered directly to where the goods are required.

1.15 **The contract will be rate / item price based and will be utilized as and when required principle, therefore the item quantities provided are just an estimate not the exact quantities that will be ordered.**

2. **Institutions/Hospitals to be Supplied**

2.1. ALFRED NZO DISTRICT

St PATRICK Hospital	Madzikane Ka Zulu Memorial hospital	Taylor Bequest Hospital	Khotsong TB Hospital	Mt Ayliff Hospital	Sipetu Hospital	Greenville Hospital
Mbizana (Winnie Madikizela Municipality)	Mt Frere (Umzimvubu Local Municipality)	Matatiele Local Municipality	Matatiele Local Municipality	Mt Ayliff (Umzimvubu Local Municipality)	Ntabankulu	Mbizana (Winnie Madikizela Municipality)

2.2. AMATHOLE DISTRICT

Tower hospital	Butterworth	Madwaleni	Tafalofefe	SS Gida hospital	Nompumelelo hospital	Victoria hospital	Fort Beaufort hospital	Stutterheim hospital	Adelaide hospital	Bedford hospital	Cathcart hospital	Komga hospital
Fort Beaufort	Butterworth	Elliotdale	Gcuwa	Keiskamahoek	Peddie	Alice	Fort Beaufort	Stutterheim	Adelaide	Bedford	Cathcart	Komga

2.3 BCM District

Bhisho Hospital	Grey Hospital	New Haven Chronic Hospital	Nkqubela TB Hospital	Frere Provincial Tertiary Hospital	Cecilia Makiwane Hospital
Bhisho	King Williams Town	East London	Mdantsane	East London	Mdantsane

2.4 Chris Hani District

All Saints Hospital	Mjanyana Hospital	Cofimvaba Hospital	Cala Hospital	Elliot Hospital	Glen Grey Hospital	Molteno Hospital	Sterkstroom Hospital	Martjie Venter Hospital	Cradock Hospital	Wilhelm Stahl Hospital	Indwe Hospital	Dordrecht Hospital	Hewu Hospital	Komani Hospital	Frontier Regional Hospital
Engcobo	Engcobo	Cofimvaba	Cala	Elliot	Lady Frere	Molteno	Sterkstroom	Tarkastard	Cradock	Middleburg	Indwe	Dordrecht	Whittles	Queenstown	Queenstown

2.5 Joe Gqabi District

Aliwal North Hospital	Burgersdorp Hospital	Cloete Joubert Hospital	Empilisweni Hospital	Jamestown Hospital	Lady Grey Hospital	Maclear Hospital	Steynsburg Hospital	St Fransis Hospital	Taylor Bequest Hospital	Umlamli Hospital
Aliwal North	Burgersdorp	Barkly East	Sturkspruit	Jamestown	Lady Grey	Maclear	Steynsburg	Aliwal North	Matatiele	Sterkspruit – Umlamli Village

2.6 Nelson Mandela Metro District

Uitenhage Provincial Hospital	Orsmond TB Hospital	Empilweni TB Hospital	Elizabeth Donkin Hospital	Jose Pearson TB Hospital	Livingstone Provincial Tertiary Hospital	Dora Nginza Hospital	Nelson Mandela Bay Health District Maternity Obstetric Units
Levyvale, Uitenhage	Allenridge, Uitenhage	New Brighton, Port Elizabeth	Forest Hill, Port Elizabeth	Greenbushes, Port Elizabeth	Port Elizabeth	Port Elizabeth	Kwazakhele MOU – Spondo Road, Dora Nginza Hospital PE Central MOU – PE Provincial Hospital West End MOU – Baubina Street, West End, P.E Motherwell MOU – Tyinira Road, Motherwell, P.E

											Leatitia bam MOU – Matamazima Road, Kwanobuhle, Uitenhage
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2.7 OR Tambo District

Bambisana Hospital	Dr Malizo Mpehle Hospital	Canzibe Hospital	Isilimela Hospital	Holly Cross Hospital	Nessie Knight Hospital	St Lucy's Hospital	St Barnabas Hospital	Zitulele Hospital	St Eliziberth Regional Hospital	Mthatha General Hospital
Lusikisiki	Tsolo	Engqeleni	Port St Johns	Flagstaff	Qumbu	Tsolo	Ntlaza	Engqeleni	Lusikisiki	Mthata

2.8 Sarah Bartmaan District

Aberdeen Hospital	Andries Vosloo Hospital	Jansenville (Sawas)	Midland Hospital	Margery Parkes TB Hospital	Willowmore Hospital	Marjorie Parrish TB Hospital	Temba TB Hospital	BJ Vorster (Kareedouw) Hospital	PZ Meyer TB Hospital	Sundays Valley Hospital	Fort England Hospital
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Aberdeen	Somerset	Jansenville	Midland	Graaf-	Willowmore	Port	Grahamstown	Kareedouw	Humansdorp	Kirkwood	Grahamstown
	East			Reinet		Alfred					

2 Scope of Work

- 2.4 The specification is divided into category A and category B and the bidder must select the category they are bidding for or can bid for all categories in a particular District.
- 2.5 The suppliers will be requested to deliver the Dairy Products ordered as per delivery schedule(s).
- 2.6 Delivery addresses will be provided to the suppliers.

3 Declaration of The Bidders Ability to Deliver Dairy Products

We hereby declare that we/I, _____ (name of the bidder), have the capacity and capability to supply and deliver DAIRY PRODUCTS in all clusters I have tendered for.

SIGNATURE OF BIDDER: _____

PART 4
SPECIFICATION

<u>Bid No.</u>	
<u>Bid Description</u>	<u>SUPPLY AND DELIVERY OF DAIRY PRODUCTS TO VARIOUS HEALTH DISTRICT AND FACILITIES WITHIN THE EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</u>

DAIRY PRODUCTS
DISTRICTS.

Any mention of brand means or Equivalent

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
1	Large whole, raw fresh eggs, 1st grade, Box of 15 dozen	Must be fresh, dean and have intact shells, free of blood spots, absorbed odour or any sign of embryo development. Must be packed divided according to sizes and grades.	Box of 15 dozen	57096	1785360	21204	22068	2304	21770	13068	8280	1931150

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
2	Large whole, raw fresh eggs, 1st grade, Tray of 30 eggs	Must be fresh, dean and have intact shells, free of blood spots, absorbed odour or any sign of embryo development. Must be packed divided according to sizes and grades.	Tray of 30	172200	N/A	N/A	N/A	N/A	N/A	400	684	173284
3	Margarine Spreading and baking, softer texture, source of 9 vitamins and omega 3, 70% fat spread Box of 30 x 500g bricks	Must be a medium fat spread, light yellow in colour and consist of vegetable oils and fats. No animal fats allowed, colorant and preservatives must be specified, texture must be slightly firm but easy to spread and sliceable when refrigerated. Must contain vegetable oil and fat +/-50g, not less than 45% moisture, low in cholesterol and saturated fats and trans-fat. Must be enriched with vitamin A, D and E, must contain omega 3 and 6. Must be free of odours and mould growth and must have smooth texture free of foreign objects. Packaging must labelled with nutritional information, grammage, sell by date, manufacturer's name and address.	Box of 30 x 500g	20912	237600	6588	7332	720	15750	1224	48	290174

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
4	Margarine yellow soft light spread 500g tubs	Packaging must be suitably sealed containers protecting the content against contamination and deterioration; packaging must have no cracks, dents or bulges. Packaging must be labelled with manufacturer's details, manufacturing date and sell by date.	500g Tub	17060	25488	N/A	N/A	N/A	1100	414	6264	50326
5	Cheese cheddar, 2.5 kg loaves	SA grade 1 vacuum sealed. Must be presented in various cuts, sliced or grated according to consumers' needs Must be harder than gouda, yellow ball shape with flat top and bottom with a yellow cover. Package must be cling wrap reflecting product name, weight, nutritional information, expiry date and supplier's details	±2.5kg loaves	57096	2124	20952	8167	1944	14840	1548	2682	109353

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
6	Cheese cheddar, 10 kg loaves	SA grade 1 vacuum sealed. Must be presented in various cuts, sliced or grated according to consumers' needs Must be harder than gouda, yellow ball shape with flat top and bottom with a yellow cover. Package must be cling wrap reflecting product name, weight, nutritional information, expiry date and supplier's details	±10kg loaves	2560	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2560
7	Cheese – Slices 15g per slice	Cheese cheddar Slices must be wrapped individually. (Not Processed Cheese)	Each	1500	N/A	1872	1200	N/A	N/A	5000	N/A	9572
8	Sour milk (Amasi) 2 litre	Must be low fat, pasteurized and packed in non-returnable cartons, not sachets, Packaging must have dairy logo, product name, product quantity, nutritional information, production date, expiry date, manufacture's name and address.	2liter	27358	N/A	16488	26280	N/A	47320	28980	3330	149756

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
9	Sour milk (Amasi) 500 ml	Must be low fat, pasteurized and packed in non-returnable cartons, not sachets, Packaging must have dairy logo, product name, product quantity, nutritional information, production date, expiry date, manufacture's name and address.	500ml	3000	64656	169200	N/A	1296	N/A	12000	432	250584
10	Fresh Low-fat Milk 2 litre bottle with screw on top	Must be low fat pasteurized and packed in plastic bottles with screw on top. Packaging must be labelled with dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address.	2 litre	9100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9100
11	Long life 2% low fat Milk 1 litre carton	Must be 2% low fat pasteurized and packed in non-returnable cartons not sachets. Packaging must be labelled with dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address.	1liter	7544	454464	21960	36981	1764	122064	22788	8910	676475

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
12	Long life 2% low fat milk 250ml carton (special Diet)	Must be 2% low fat pasteurized and packed in non-returnable cartons not sachets. Packaging must be labelled with dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address.	250ml	3756	N/A	N/A	N/A	N/A	500	N/A	N/A	4256
13	Long life full cream Milk 1 litre carton	Must be full cream, pasteurized and packed in non-returnable cartons, not sachets. Packaging must have a dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address	1liter	319704	1962792	185344	321678	23076	894600	120960	116244	3944398
14	Long life full cream Milk 10 x 500 ml	Must be full cream, pasteurized and packed in non-returnable cartons, not sachets. Packaging must have a dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address	500ml x 10 pack	11040	19000	N/A	N/A	N/A	1100	N/A	N/A	31140

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
15	Long life skimmed Milk 1 litre carton	Must be Skimmed, pasteurized and packed in non-returnable cartons not sachets. Packaging must be labelled with dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address.	1liter	9216	68256	10800	N/A	N/A	2550	N/A	N/A	90822
16	Yoghurt Plain low fat, no preservatives added 175ml	Must be low fat, contain AB cultures and show no sign of separation. Must have a variety on flavours. Packaging must be strong plastic tubs, individual tubs, labelled with product name, nutritional information, production date, expiry date, manufacture's name and address.	175ml	101064	19000	82000	1800	1620	13000	16272	11520	246276
17	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 6 x 100ml tray	Must be low fat, contain AB cultures and show no sign of separation. Must have a variety on flavours. Packaging must be strong plastic tubs, individual tubs, labelled with product name, nutritional information, production date, expiry date, manufacture's name and address.	Tray of 6 x 100ml		68256	12528	3888	12960	98320	11880	14400	222232

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
18	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 1 litre	Must be low fat, contain AB cultures and show no sign of separation. Must have a variety on flavours. Packaging must be strong plastic tubs, individual tubs, labelled with product name, nutritional information, production date, expiry date, manufacture's name and address.	1 litre								1080	1080
19	Margarine – spread (Lite) Mini portions	Packaging must be suitably sealed containers protecting the content against contamination and deterioration; packaging must have no cracks, dents or bulges. Packaging must be labelled with manufacturer's details, manufacturing date and sell by date.	Box of 8gr x 200						9000			9000
20	Low Fat milk – long life 20ml	Must be 2% low fat pasteurized and packed in non-returnable cartons not sachets. Packaging must be labelled with dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address.	Box of 20ml x 250						10188			10188

	MILK AND DAIRY PRODUCTS	DESCRIPTION	PACKAGING/ UOM	Alfred Nzo health district	Amathole health district	Buffalo City Metro health	Chris Hani Health District	Joe Gqabi Health District	Nelson Mandela health District	OR Tambo Health District	Sarah Bartman Health District	TOTAL QUANTITIES
21	Full cream milk – long life (mini)	Must be full cream, pasteurized and packed in non-returnable cartons, not sachets. Packaging must have a dairy logo, quantity of the product, nutritional information, production date, expiry date, manufacturer's name and address	Box of 20ml x 250						96840			96840
TOTAL QUANTITIES FOR DISTRICTS												8 308 566

The following requirements must also be adhered to:

- All prices must be vat inclusive (VAT VENDOR).
- Quantity delivered must not exceed quantity ordered.
- Delivery should be done on a Monthly basis.
- Any deviation from this specification (quantities and delivery schedules) should be communicated in a meeting with Management and contractor.
- Deliveries will be directed straight Hospital/ Facilities stores.
- During delivery, Delivery note should be left with the official who received the goods.
- Expiry date must be indicated and have a shelf life. All products must have name, food production date, expiry date, manufacturer's details.
- Transportation of goods must be delivered with a cool, ventilated, enclosed and clean vehicle
- Performance of the contractor will be monitored continuously using the following key performance indicators: -
 - Quality and compliance - To check adherence to specification and quality standards; Number of customer complaints
 - Delivery - To check frequency of late, incorrect and incomplete deliveries; percentage of on time deliveries
 - Financial Stability – ability to meet financial commitments and claims
 - Relationship / Service - Promptness in dealing with enquiries and problems
- NO DELIVERIES WILL BE ACCEPTED AFTER 14H00

Packaging : Packaging as per specified weight in vacuum sealed bags with the packaging date specified.

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 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
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18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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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 purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock

actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other

related value-adding activities.

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services,

such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

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

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

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

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

Security

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

8. Inspections,

**tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the

conditions thereof, or to act in terms of Clause 23 of GCC.

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

12. Transportation

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

13. Incidental

- Services**
- 13.1 The supplier may be required to provide any or all of the following

services, including additional services, if any, specified in SCC:

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

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

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of 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 perform under the contract, except with the purchaser's prior written consent.

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

21. Delays in the supplier's performance

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

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

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

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

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:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

Unless otherwise directed by the purchaser in writing, the supplier

shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

for insolvency

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

27. Settlement of

Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable

Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and

Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

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

**33. National
Industrial
Participation (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.

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.

**Schedule B
Pricing Schedule**

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number
Closing Time 11:00	Closing date:

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

DAIRY PRODUCTS

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	Large whole, raw fresh eggs 1st grade, Box of 15 dozen	Box of 15 dozen	57096			1785360			21204			22068		
2	Large whole, raw fresh eggs, 1st grade, Tray of 30 eggs	Tray of 30	172200			-			-			-		
3	Margarine Spreading and baking, softer texture, source of 9 vitamins and omega 3, 70% fat spread Box of 30 x 500g bricks	Box of 30 x 500g	20912			237600			6588			7332		
4	Margarine yellow soft light spread 500g tubs	500g Tub	17060			25488			-			-		

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
5	Cheese cheddar, 2.5 kg loaves.	±2.5kg loaves	57096			2124			20952			8167		
6	Cheese cheddar, 10 kg loaves	±10kg loaves	2560			-			-			-		
7	Cheese – Slices 15g per slice	Each	1500			-			1872			1200		
8	Sour milk (Amasi) 2 litre	2lite	27358			-			16488			26280		
9	Sour milk (Amasi) 500 ml.	500ml	3000			64656			169200			-		
10	Fresh Low-fat Milk 2 litre bottle with screw on top	2 litre	9100			-			-			-		
11	Long life 2% low fat Milk 1 litre carton	1 litre	7544			454464			21960			36981		
12	Long life 2% low fat milk 250ml carton (special Diet)	250ml	3756			-			-			-		

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
13	Long life full cream Milk 1 litre carton	1liter	319704			1962792			185344			321678		
14	Long life full cream Milk 10 x 500 ml.	500ml x 10 pack	11040			19000			-			-		
15	Long life skimmed Milk 1 litre carton	1liter	9216			68256			10800			-		
16	Yoghurt Plain low fat, no preservatives added 175ml	175ml	101064			19000			82000			1800		
17	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 6 x 100ml tray	Tray of 6 x 100ml	-			68256			12528			3888		

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
18	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 1litre	1 litre	-			-			-			-		
19	Margarine Portions	8g x 15 boxes	-			-			-			-		
TOTAL BID PRICE PER DISTRICT														
			R			R			R			R		

DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BAARTMAAN		
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	Large whole, raw fresh eggs, 1st grade, Box of 15 dozen	Box of 15 dozen	2304			21770			13068			8280		
2	Large whole, raw fresh eggs, 1st grade, Tray of 30 eggs	Tray of 30	-			-			400			684		
3	Margarine Spreading and baking, softer texture, source of 9 vitamins and omega 3, 70% fat spread Box of 30 x 500g bricks	Box of 30 x 500g	720			15750			1224			48		
4	Margarine yellow soft light spread 500g tubs	500g Tub	-			1100			414			6264		

DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BAARTMAAN		
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
5	Cheese cheddar, 2.5 kg loaves.	±2.5kg loaves	1944			14840			1548			2682		
6	Cheese cheddar, 10 kg loaves	±10kg loaves	-			-			-			-		
7	Cheese – Slices 15g per slice	Each	-			-			5000			-		
8	Sour milk (Amasi) 2 litre	2liter	-			47320			28980			3330		
9	Sour milk (Amasi) 500 ml.	500ml	1296			-			12000			432		
10	Fresh Low-fat Milk 2 litre bottle with screw on top	2 litre	-			-			-			-		
11	Long life 2% low fat Milk 1 litre carton	1 litre	1764			122064			22788			8910		
12	Long life 2% low fat milk 250ml carton (special Diet)	250ml	-			500			-			-		

DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BAARTMAAN		
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
13	Long life full cream Milk 1 litre carton	1liter	23076			894600			120960			116244		
14	Long life full cream Milk 10 x 500 ml.	500ml x 10 pack	-			1100			-			-		
15	Long life skimmed Milk 1 litre carton	1liter	-			2550			-			-		
16	Yoghurt Plain low fat, no preservatives added 175ml	175ml	1620			13000			16272			11520		
17	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 6 x 100ml tray	Tray of 6 x 100ml	12960			98320			11880			14400		

DISTRICT BIDED FOR			JOE GQABI			NELSON MANDELA			OR TAMBO			SARAH BAARTMAAN		
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
18	Yogurt Fruit Flavoured low fat sweetened, no preservatives added assorted flavours 1litre	1 litre	-			-			-			1080		
19	Margarine Portions	8g x 15 boxes	-			-			-			-		
20	Margarine-spread (lite) Mini portions	Box of 8gr x 200	-			9000			-			-		
21	Low Fat milk-long life 20ml	Box of 20ml x 250	-			10188			-			-		
22	Full cream milk-long life (mini)	Box of 20ml x 250	-			96840			-			-		
TOTAL BID PRICE PER DISTRICT														
			R			R			R			R		

1. Required by:.....
- At:
2. Brand and model.....
3. 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.....

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

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

***Delete if not applicable**

PRICE ADJUSTMENTS:

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

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

3. The following index/indices must be used to calculate your bid price:
 Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Part 5 – Schedule C

Declaration of Interest

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

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 institution	State

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.
- 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

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.

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

Part 5 – Schedule E

Qualifications and Experience

1. Details of the extent of the bidder’s activities and business, e.g. branches etc:

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 CAPITALS

In the presence of:

1.

2.

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

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

.....
NAME IN CAPITALS

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>FINANCIAL POSITION OF BIDDER 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. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

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

.....
NAME IN CAPITALS

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

(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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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 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)
Historically Disadvantaged Individuals Ownership	20% (2)	20% (4)		
Women Ownership	20% (2)	20% (4)		
Youth Ownership	20% (2)	20% (4)		
Disability Ownership	20% (2)	20% (4)		
Military Veterans Ownership	10% (1)	10% (2)		
Locality Ownership	10% (1)	10% (2)		
TOTAL	100% (10)	100% (20)		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SCMU3-23/24-0752-HO APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PATIENT FOOD (DAIRY PRODUCTS) FOR VARIOUS HOSPITALS AND FACILITIES IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date: 01 March 2024	Name: M Bushula	Signature:
Reviewed By	Date: 01 March 2024	Name: P Mtheleli	Signature:
Recommended by: Programme Manager	Date:	Name:	Signature:
Approved By: Specification Committee	Date: 01 March 2024	Name: T Notshe	Signature:
Advert Approved By:	Date:	Name:	Signature: