



**MINI BID DOCUMENT FOR THE APPOINTMENT OF A
SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER
GROCERIES TO THOMAS BAINES NATURE RESERVE FOR
THE CATERING OF THE FIELD RANGERS ACADEMY THAT
WILL BE DONE BY ECPTA HOSPITALITY COOKING TEAM.**

MINI BID NUMBER: 14/22/23

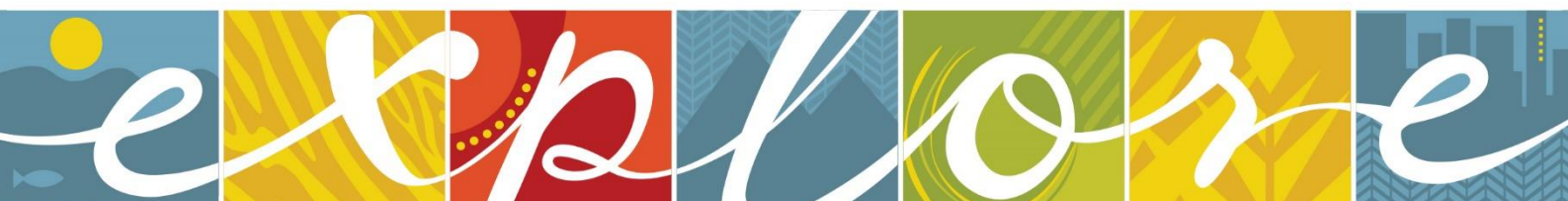
BIDDER:

CLOSING DATE: 19 JULY 2022

CLOSING TIME: 11H00

PRICE OFFER:

CSD NUMBER:



REQUEST FOR QUOTATIONS

QUOTATION NUMBER: 14/22/23
**THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO
SUPPLY AND DELIVER GROCERIES TO THOMAS BAINES NATURE
RESERVE FOR THE CATERING OF THE FIELD RANGERS
ACADEMY THAT WILL BE DONE BY ECPTA HOSPITALITY
COOKING TEAM**

ECPTA hereby invites quotations FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER GROCERIES TO THOMAS BAINES NATURE RESERVE FOR THE CATERING OF THE FIELD RANGERS ACADEMY THAT WILL BE DONE BY ECPTA HOSPITALITY COOKING TEAM. Please refer to the attached Specifications for details.

NB: It is important that **ALL detailed information on required is furnished in full**. Failure to comply will render your quotation liable to rejection, as late and incomplete quotations cannot be considered.

1. EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND ITS REGULATIONS AS FOLLOWS:

A Two Stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet the all the criteria for compliance with bid requirements will proceed to stage 2 where bids will be assessed for price and BBBEE Status Level in accordance with the Preferential Procurement Regulations of 2017 utilizing 80/20 preference point system.

STAGE 1: COMPLIANCE WITH BID REQUIREMENTS

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.



NB: Failure to meet any of the compliance requirements listed below will lead to disqualification of the bid.

STAGE 2- PRICE and B-BBEE

Criteria	Points Available
Bid Price	80
B-BBEE Contribution Level	20
Total	100

NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply;
 - Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and submit a copy of the full CSD report for the month of **July 2022**.
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- The award of this bid may be subjected to price negotiation with the preferred bidder(s)
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted;
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process;
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document
- The following documents must be submitted with the tender document:



- A copy of your CSD Report (Month of July 2022)
- Service providers who are not registered with the National Treasury Central Database of Suppliers must visit www.csd@treasury.gov.za to register their companies, after the completion of the registration report, a summary report must be included to their bid documents
- Company Profile
- Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified;
- Bids submitted are to hold good for a period of 90 days

NB: The following documents MUST be submitted with the tender document:

- Bidders are to submit full **CSD** report for the month of **July 2022**
- Certified Copy or an original B-BBEE Certificate or Sworn Affidavit.
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.

Quotation documents will be available from the **11 July 2022 free of charge**. Documents can only be emailed to applicants upon request.

Sealed Quotations endorsed on the envelope with the Tenderer's name and the Quotation Number shall be deposited in the formal Tender Box situated in the ECPTA offices at 17-25 Oxford Street, Corner of Fleet and Oxford Street, East London CBD, East London or posted so as to reach The Chief Executive Officer, P.O. Box 11235, Southernwood, East London, 5213 in sufficient time for it to be placed in the Tender Box before the closing time of 11h00 on the closing date i.e. **19 JULY 2022**.

- The Agency reserves the right not to accept the only or lowest tender or any tender at all, or to accept the whole or part of any Tender.
- Service providers must be registered with the Central Supplier Database
- Canvassing with ECPTA officials shall disqualify a Tender.
- Late, incomplete or unsigned Tenders will not be considered.



- The standard tender conditions will apply.
- The Agency reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion by notice published in the appropriate media and to all parties who have drawn documents.
- The invitation and award of this Tender is subject to the requirements of the Eastern Cape Parks and Tourism Agency Procurement Policy.

Enquiries regarding issue of bid documents may be directed by e-mail to Mrs. Andisiwe Tshwati at andisiwe.masebeni@ecpta.co.za

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below:

Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: ecpta@whistleblowing.co.za; Tip-offs Website: www.whistleblowing.co.za



**SBD 1
INVITATION TO BID**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	14/22/23	CLOSING DATE: 19 July 2022		CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER GROCERIES TO THOMAS BAINES NATURE RESERVE FOR THE CATERING OF THE FIELD RANGERS ACADEMY THAT WILL BE DONE BY ECPTA HOSPITALITY COOKING TEAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Crn. Oxford and Fleet Street					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Andisiwe Masebeni		CONTACT PERSON	Ms Lorna Ndabeni	
TELEPHONE NUMBER	043 492 0710		TELEPHONE NUMBER	043 495 0284	
FACSIMILE NUMBER	086 609 6164		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	Andisiwe.Masebeni@ecpta.co.za		E-MAIL ADDRESS	Lorna.Ndabeni@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ 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]					



1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



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, 2017, 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 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."

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:



1. SCOPE OF WORK: SUPPLY AND DELIVERY OF GROCERIES TO THOMAS BAINES NATURE RESERVE

- a) The appointed service provider will supply and deliver groceries to Thomas Baines Nature Reserve timeously as and when it is required according to the demand, plan and menu requirements at the Reserve by the catering team.
- b) All food safety standards must be adhered to and followed during the transportation and delivery of the groceries.
- c) South African food safety regulations must be observed.
- d) Employees transporting food must wear the correct food safety transportation PPE's.
- e) HACCP guidelines and recommendations must be adhered to during food transportation and delivery.
- f) All laws regulating and guiding the food safety standards must be followed and adhered to.
- g) Food packaging and labelling thereof must be clearly visible and professional to assist during delivery so as to avoid interference with the kitchen floor plan.
- h) All food items must have clear and visible ingredients list of that particular food item in order to ease the tracing of the food allergens.
- i) Food items must be purchased from SABS approved food outlets and manufactured by the professional South African original food supplying brands.
- j) Expiry dates on the food items must be reasonable for the minimum period of 2 weeks from the date of delivery.
- k) Transport delivering or carrying food must have the correct temperature for the transportation of those particular food items.
- l) Standards regulations and requirements for handling and transportation of meat, meat product, fish and poultry must be followed.
- m) There must be a designated person/s, dedicated to the project so that the ECPTA team can communicate with them at any given time for the duration of the period.
- n) Transport delivering food must comply with the food transportation hygiene standards guided by all the food transportation laws to avoid amongst other things cross contamination.
- o) No food shortages will be accepted.
- p) No food items on the list may be removed, amended or changed without the prior approval by the ECPTA.



2. DURATION

The appointed service provider will be expected to complete the work within 8 weeks from the date of appointment and or from the commencement of the Field Rangers Academy.

Food Grocery list for FR Academy 2022

Item	Measure	Quantity
Dry Goods		
All Bran Flakes	1kg	56
Corn Flakes	1kg	56
Oats, jungle	3kg	96
Maize Meal	12,5kg	24
Cake flour	12,5kg	24
Maltabela	1kg	8
Rice, spekk	10kg	16
White Sugar	12,5kg	40
Brown Sugar	5kg	40
Pasta screws	kg	24
Samp	12,5kg	16
Beans	5kg	8
Baked beans, koo	3,06kgx 5	16
Baking Powder	200g	8
Bicarbonate of Soda	500g	8
Vanilla essence	500ml	8
Worcestershire sauce	1L	8
Tomato sauce	2L	16
Sweet Chilly Sauce	700ml	16
Tobasco Sauce	60ml	8
Chutney	3kg	16
Vegetable Oil	20L	16
Vinegar(white)	500ml	16
Powdered custard	1kg	24
Rooibos tea	80 tagless	24
Ceylon tea	80 tagless	24
Coffee, Ricoffy	750g	16
Cremora	1kg	32
Margerine	1kg	32



Jam, apricot	410g	32
Mayonnaise	3kg	8
Tomato Puree	100g	64
Yeast	10g	120
Raspberry Jelly	80g	40
Greengage Jelly	80g	40
Peach Slices	3,06kg	24
Fruit cocktail	3,06kg	24
Serviettes	100's	64
Sealed toothpicks	pkt	64
Spices & Soups		
Six Gun Spice	1kg	64
Barbeque Spice	1kg	64
Chicken spice	1kg	64
Steak & Chops spice	1kg	64
Aromat	1kg	64
Salt	1kg	80
Chilli Beef Stock Cubes	24's	24
Chicken Stock Cubes	24's	24
White pepper	800g	24
black pepper	800g	24
Curry powder(Assorted)	800g	24
Powdered Soups (variety)	50g x10	80
Eggs	60's	56
Vege & Fruit		
Onion	pocket	24
Tomatoe	box	24
Mushroom	250gr	64
Carrots	1kg	80
Cauliflower	head	80
Broccoli	head	80
Peas	1kg	48
Green Beans	1kg	48
Cabbage	bag	8
Red cabbage	head	8
Spinach	bunch	96
Parsley	bunch	24
Lemon	kg	8
Celery	bunch	16
Green Peppers	kg	64



Red Peppers	kg	40
Yellow Peppers	kg	40
Garlic (crushed)	kg	16
Ginger(crushed)	kg	16
Potatoes	10kg	40
Butternut	kg	32
Beetroot	kg	40
Bananas	box	16
Apples	1.5kg	48
Shelford	5lt	96
Water Still(Refill)	20Lt	64
Drinks ass.	24's	272
Cling wrap	roll	32
Foil	roll	32
Matches	10's	80
Meat & Meat Products		
Sausage	kg	176
Boerewors	kg	
Liver, sheep	kg	40
Beef mince	kg	216
Chicken, mixed portions	kg	192
Chicken Thighs	boxes	24
Beef stew	kg	192
Mutton chops	kg	96
Chicken wings	kg	48
Mutton stew	kg	80
Ulusu	kg	80
Mince meat	kg	104
Russians	kg	48
Viennas	kg	112
Fish cakes	300g x 6`s	112
Beef burger patty	400g x 16`s	32
Hake fillet	600 g x 6`s	128
Dairy products		
Milk litres	1L x 6`s	136
Fresh Cream	250ml	80
Yoghurt	6`s	320
Cheese	kg	8



3. EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND ITS REGULATIONS AS FOLLOWS:

A Two Stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet the all the criteria for compliance with bid requirements will proceed to stage 2 where bids will be assessed for price and BBEE Status Level in accordance with the Preferential Procurement Regulations of 2017 utilizing 80/20 preference point system.

STAGE 1: COMPLIANCE WITH BID REQUIREMENTS

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.

NB: Failure to meet any of the compliance requirements listed below will lead to disqualification of the bid

NO	COMPLIANCE REQUIREMENTS
1.	<u>Certification</u> Bidders must submit valid and certified copies of the certificates listed below. Certificates must be certified by the Commissioner of Oath not older than three months. a) Certificate of Acceptability for Food Premises (COA): The bidding company must submit a valid and certified copy of the certificate of acceptability for food premises obtainable from relevant Municipality Health Department. In case where the bidder is not a wholesaler, a copy of an agreement with a wholesaler as well as a certified copy of certificate of acceptability for food premises of the wholesaler must be submitted. b) Letter of Good Standing (COIDA): The bidding company must submit a valid and certified copy of a Letter of Good Standing from the Department of Labour as per the Compensation for Occupational Injuries and Diseases Amendment Act No 61 of 1997 (COIDA). In case where the bidder is not a wholesaler, a copy of an



	agreement with a wholesaler as well as a certified copy of a wholesaler's Letter of Good Standing must be submitted. c) Food Hygiene Certificate: The bidding company must submit a valid and certified copy of a hygiene certificate or inspection contract with the one of the South African food hygiene inspecting companies. In case where the bidder is not a wholesaler, a copy of an agreement with a wholesaler as well as a certified copy of the wholesaler's food hygiene certificate must be submitted. NB: The certificates listed above must be certified by the Commissioner of Oaths not older than three (3) months. Failure to submit proof of certification in the prescribed format will lead to disqualification of the bid
2.	<u>Company Experience</u> Bidders must submit a minimum of <u>at least three (3) reference letters for the supply and delivery of food or groceries</u>. Proof of experience must be submitted in <u>any</u> of the following documents and must include the period of assignment, type of services offered and be on a client's letterhead: a) Appointment letters, b) Reference letters c) Copies of contracts or SLA d) Copies of purchase orders NB: Failure to provide proof of experience in the prescribed manner will lead to immediate rejection of the bid
3.	<u>Distribution/ Transport Strategy:</u> The bidder must submit proof of availability of at least one (1) transportation vehicle suitable for the type of goods to be transported. Proof of availability of transportation vehicle can be submitted in <u>ANY</u> of the following documents: • Proof of ownership • Signed Agreement with another transportation service provider



NB: Failure to submit proof of ownership of distribution vehicle or proof of arrangement with another transportation company will result in rejection of bid

STAGE 2: PRICE & B-BBEE

Criteria	Points Available
Bid Price	80
B-BBEE Contribution Level	20
Total	100

NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply;
- Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and submit a copy of the full CSD report for the month of **July 2022**.
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- The award of this bid may be subjected to price negotiation with the preferred bidder(s)
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted;



- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process;
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document
- The following documents must be submitted with the tender document:
 - A copy of your CSD Report (**Month of July 2022**)
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 - Company Profile
 - Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
 - Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
 - Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified;
- Bids submitted are to hold good for a period of 90 days

NB: The following documents MUST be submitted with the tender document:

- Bidders are to submit full **CSD** report for the month of **July 2022**.
- Certified Copy or an original B-BBEE Certificate or Sworn Affidavit.
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “ECPTA” in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9).

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against



all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

All bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

9. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price, but must be shown separately.



10. Price Escalation: N/A

11. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. Samples: N/A

13. Duration of the Bid: N/A

14. Delivery Periods:

The successful bidder will liaise with Ms Lorna Ndabeni @ 043 495 0284

15. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked “**THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER GROCERIES TO THOMAS BAINES NATURE RESERVE FOR THE CATERING OF THE FIELD RANGERS ACADEMY THAT WILL BE DONE BY ECPTA HOSPITALITY COOKING TEAM - QUOTE NO. 14/22/23**” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **19 JULY 2022**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Mrs. Andisiwe Tshwati at 043 492 0710 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: Andisiwe.Masebeni@ecpta.co.za



17. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

18. Validity Period

Proposals are to be held valid and binding for 90 days from the closing date of submissions (calculated from, but not including, the due date).

a. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

b. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

c. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder will be awarded a Purchase Order which serves as the binding contract with ECPTA.

- Only bidders that have met the requirements of the bid specification shall be considered during the adjudication process;
- No bids will be considered if the bidder did not fully complete and sign all the relevant pages in the bid document. If the bidder does not meet this requirement it will be automatically disqualified.



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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF THE BIDDER:

BID NO.: 14/22/23

DESCRIPTION: THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER GROCERIES TO THOMAS BAINES NATURE RESERVE FOR THE CATERING OF THE FIELD RANGERS ACADEMY THAT WILL BE DONE BY ECPTA HOSPITALITY COOKING TEAM.

CLOSING TIME 11:00 **CLOSING DATE** 19 JULY 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Description	Measure	Quantity	Unit Price	Amount
Dry Goods				
All Bran Flakes	1kg	56		
Corn Flakes	1kg	56		
Oats, jungle	3kg	96		
Maize Meal	12,5kg	24		
Cake flour	12,5kg	24		
Maltabela	1kg	8		
Rice, spekko	10kg	16		
White Sugar	12,5kg	40		
Brown Sugar	5kg	40		
Pasta screws	kg	24		
Samp	12,5kg	16		
Beans	5kg	8		
Baked beans, koo	3,06kgx 5	16		
Baking Powder	200g	8		
Bicarbonate of Soda	500g	8		
Vanilla essence	500ml	8		
Worcestershire sauce	1L	8		
Tomato sauce	2L	16		
Sweet Chilly Sauce	700ml	16		
Tobasco Sauce	60ml	8		
Chutney	3kg	16		
Vegetable Oil	20L	16		



Vinegar(white)	500ml	16		
Powdered custard	1kg	24		
Rooibos tea	80 tagless	24		
Ceylon tea	80 tagless	24		
Coffee, Ricoffy	750g	16		
Cremora	1kg	32		
Margerine	1kg	32		
Jam, apricot	410g	32		
Mayonnaise	3kg	8		
Tomato Puree	100g	64		
Yeast	10g	120		
Raspberry Jelly	80g	40		
Greengage Jelly	80g	40		
Peach Slices	3,06kg	24		
Fruit cocktail	3,06kg	24		
Serviettes	100's	64		
Sealed toothpicks	pkt	64		
Spices & Soups				
Six Gun Spice	1kg	64		
Barbeque Spice	1kg	64		
Chicken spice	1kg	64		
Steak & Chops spice	1kg	64		
Aromat	1kg	64		
Salt	1kg	80		
Chilli Beef Stock Cubes	24's	24		
Chicken Stock Cubes	24's	24		
White pepper	800g	24		
black pepper	800g	24		
Curry powder(Assorted)	800g	24		
Powdered Soups (variety)	50g x10	80		
Eggs	60's	56		
Vege & Fruit				
Onion	pocket	24		
Tomatoe	box	24		
Mushroom	250gr	64		
Carrots	1kg	80		
Cauliflower	head	80		
Broccoli	head	80		
Peas	1kg	48		
Green Beans	1kg	48		



Cabbage	bag	8		
Red cabbage	head	8		
Spinach	bunch	96		
Parsley	bunch	24		
Lemon	kg	8		
Celery	bunch	16		
Green Peppers	kg	64		
Red Peppers	kg	40		
Yellow Peppers	kg	40		
Garlic (crushed)	kg	16		
Ginger(crushed)	kg	16		
Potatoes	10kg	40		
Butternut	kg	32		
Beetroot	kg	40		
Bananas	box	16		
Apples	1.5kg	48		
Shelford	5lt	96		
Water Still(Refill)	20Lt	64		
Drinks ass.	24's	272		
Cling wrap	roll	32		
Foil	roll	32		
Matches	10's	80		
Meat & Meat Products				
Sausage	kg	176		
Boerewors	kg			
Liver, sheep	kg	40		
Beef mince	kg	216		
Chicken, mixed portions	kg	192		
Chicken Thighs	boxes	24		
Beef stew	kg	192		
Mutton chops	kg	96		
Chicken wings	kg	48		
Mutton stew	kg	80		
Ulusu	kg	80		
Mince meat	kg	104		
Russians	kg	48		
Viennas	kg	112		
Fish cakes	300g x 6`s	112		
Beef burger patty	400g x 16`s	32		
Hake fillet	600 g x 6`s			



		128		
Dairy products				
Milk litres	1L x 6`s	136		
Fresh Cream	250ml	80		
Yoghurt	6`s	320		
Cheese	kg	8		
SUB-TOTAL				
ADD 15% VAT				
GRAND TOTAL				

NOTE:

- Bidders are expected to quote according to the specifications on page 9.
- Bidders are required to provide a detailed quotation in their companies letterhead

I THE UNDERSIGNED (NAME & SURNAME)CERTIFY
THAT THE INFORMATION FURNISHED ABOVE IS CORRECT

.....
Signature

.....
Date

.....
Name of Bidder



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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.

- 1.28 **“Signature date”** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
- (b) a cashier's or certified cheque.

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

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 contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.



- 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 clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

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

10. Delivery and documents



10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.



18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

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

21. Subcontracts

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a



similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the 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.



26. Force Majeure

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

27. Termination For Insolvency

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

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and



- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIP)

- 36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

37. Amendment of Contracts

- 37.1 In terms of Section 4 (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).

- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.
- 37.3 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 bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

DATE

SIGNATURE OF BIDDER



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- 1.2 a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the80/20... preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....



iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:

EME
✓

QSE
✓

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier



- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution



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

2.2.1 If so, furnish particulars:

.....

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

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 consortium¹ will not be construed as collusive bidding.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

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

.....
Signature Date

.....
Position Name of bidder

