

Eastern Cape

PARKS & TOURISM AGENCY

BID NO. 12/FY/25

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER CONSUMABLES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF 2 YEARS.

ADVERTISEMENT DATE:	02 AUGUST 2024
CLOSING DATE:	10 SEPTEMBER 2024 at 11H00AM
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	
PRICE OFFER:	

URGENT FRAUD ALERT

CRIMINAL CALLS TARGETING BIDDERS
NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
STAY VIGILANT - REPORT FRAUD

*ECPTA will not ask any bidder for any monies



REPORT

Whistle Blowers
PRIVATE & CONFIDENTIAL
0800 611 085
ecpta@whistleblowing.co.za
www.whistleblowing.co.za

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

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MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Signed General conditions of contract	
Bidders Disclosure (SBD 4)	
Centralized Supplier Database Report (Full CSD Report) at the time of submission.	
Proof of Address	
Authority to sign bid documents	
Joint Venture Declaration Form	
Joint Venture Agreement	
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Company Experience	
Bank Rating Certificate	
Delivery/ Transport Strategy	
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TENDER NOTICE

BID NO. 12/FY/25

Bids are hereby invited for **SUPPLY AND DELIVERY OF CONSUMABLES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF 2 YEARS.**

Bid documents outlining detailed specifications will be made available from Friday, **02 August 2024** **“FREE OF CHARGE”**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or Eastern Cape Provincial Treasury: www.ectreasury.gov.za or National Treasury e-tender portal: www.etenders.gov.za.

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street, East London), by not later than 11h00 on Tuesday, 10 September 2024, at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto at 043 492 0871, e-mail: Unathi.zinganto@ecpta.co.za or Contact Ms. Lorna Ndabeni for technical enquires at 047 495 0284 during working normal hours, email Lorna.ndabeni@ecpta.co.za

EVALUATION CRITERIA

A Three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage Two (2) where bids will be evaluated on In-loco inspection. Bidders who score a minimum of 75 points on In-loco inspection will proceed to Stage Three (3) for Price and Specific Goals utilizing 80/20 preferential point system.



STAGE 1: COMPLIANCE WITH BID REQUIREMENTS

Bidders must comply with the set of compliance requirements listed below.

- Company Experience
- Bank Rating Certificate
- Delivery/ Transport Strategy

FAILURE TO SUBMIT ANY EVIDENCE OR FAILURE TO COMPLY WITH ANY ITEMS LISTED IN COMPLIANCE REQUIREMENT WILL LEAD TO IMMEDIATE REJECTION OF THE BID.

STAGE 2: IN- LOCO INSPECTION

Bidders who comply with all the compliance requirements in Stage 1 will be subjected to in-loco inspection. Bidders who score less than 75 points on In-Loco Inspection will not be considered for on Stage 3 evaluation for Price & Specific Goals.

STAGE 3: PRICE AND SPECIFIC GOALS

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100

Price and Specific Goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for Specific Goals for the company.

A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER:	12/FY/25	CLOSING DATE:	10 September 2024	CLOSING TIME:	11:00 am
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DESCRIPTION: SUPPLY AND DELIVER CONSUMABLES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF 2 YEARS.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

17-25 Oxford Street,
Cnr. Oxford and Fleet Street
East London, 5200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
------------------------------------------------	-----------------------------------------

CONTACT PERSON	Ms. Unathi Zinganto	CONTACT PERSON	Ms Lorna Ndabeni
TELEPHONE NUMBER	043 492 0871	TELEPHONE NUMBER	047 495 0284
FACSIMILE NUMBER	-	FACSIMILE NUMBER	
E-MAIL ADDRESS	Unathi.Zinganto@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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?

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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

NAME OF THE SIGNATORY SIGNATURE OF THE
BIDDER.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)
DATE:



TERMS OF REFERENCE

1. Background

Eastern Cape Parks and Tourism Agency (ECPTA) is mandated to manage biodiversity conservation and tourism in the province. The intention of this Bid is to appoint of a suitable service provider for supply, delivery and offloading of linen and towels for a period of three (3) years with an option to extend for a further two (2). The service provider is required to have the capability and capacity to service all ECPTA's reserves through the Regional Offices and Head Office.

2. Scope of Work

The service provider is expected to render the services to the ECPTA for a period of 3 years with an option to renew for a further 2 years.

2.1. Supply of Consumables

The service provider must supply and deliver consumables for ECPTA as listed in table 1 below. Quantities listed below are both indicative and for benchmarking purpose, they may vary from year to year. The list of items in the specification is not exhaustive. Items of a similar nature and in the same category i.e., consumables not indicated below may be required from the successful bidder as and when required.

Table 1: List of Consumables

Consumables	Description	Size	Estimated Quantity
Bathroom soap	Eco friendly white wrapped, branded with ECPTA logo	25g x 200	20
Hand soap	Eco friendly white wrapped, branded with ECPTA logo	15g x 200	100
Shower cap	Eco friendly white wrapped, branded with ECPTA logo	10g x 200	111
Foam bath/Body wash	Eco friendly white wrapped, branded with ECPTA logo	35ml x 200	135
Body lotion	Eco friendly white wrapped, branded with ECPTA logo	35ml x 200	102
Conditioner	Eco friendly white wrapped, branded with ECPTA logo	35ml x 200	30



Consumables	Description	Size	Estimated Quantity
Shower gel	Eco friendly white wrapped, branded with ECPTA logo	35ml x 200	30
Shampoo	Eco friendly white wrapped, branded with ECPTA logo	35ml x 200	120
Sanitizer	White wrapped, branded with ECPTA logo	60ml x 200	50
Brown sugar, sachet squares	Hullets, brand or similar	5g x 1000	150
White sugar, sachet squares	Hullets, brand or similar	g x 1000	150
Coffee sticks, Nescafe Decafe	Original brand or similar	1.8g x 200	90
Coffee sticks, Nescafe classic	Original brand or similar	2.7g x 200	150
Rooibos Five Roses envelopes	Original brand or similar	2g x 200	162
Five roses' envelopes	Original brand or similar	2g x 200	126
Five roses' envelopes (Green Tea)	Original brand or similar	2g x 200	126
Canderel Sticks	Original brand or similar	1g x 1000	100
Cremora	Original Brand or Similar	4g x 200	222
Sewing Kit	Clear wrapped with ECPTA brand - 5 threads, 1 pin, 2 buttons, 1 needle	80 x 80mm	50
Vanity Kit	with ECPTA brand - 3 earbuds, cotton pad, nail filer	80 x 80mm	50
Laundry Bags	Plain white, branded with ECPTA logo in the center (Plastic)	28 x 40 cm	600



Consumables	Description	Size	Estimated Quantity
Still Bottled water	ECO friendly still water, branded with ECPTA logo in center	500ml	1194
Sparkling Bottled water	ECO friendly sparkling water, branded with ECPTA logo in center	500ml	100
Biscuits	Individually wrapped assorted biscuits- short bread, butterscotch, ginger	1 pack x 40	200
Assorted Biscuits	Assorted biscuits	200g	1395
Chocolates	Original brand, single bar - Nestle, Cadbury	1 pack x 40	50
Full cream milk 1 L	Original brands	6 per pack	900
Low fat milk 1L	Original brands	6 per pack	100
Ellis brown 1kg	Original brands	1kg	60
Cremora 1kg	Original brands	1kg	48
Jacobs Kronung Coffee 200g	Original brand	200g	297
Jacobs Gold Coffee 200g	Original brand	200g	36
Ricoffy 750g	Original brand	750g	123
Frisco coffee 750g	Original brand	750g	21
Nescafe classic 200g	Original brand	200g	63



Consumables	Description	Size	Estimated Quantity
Nescafe Gold 200g	Original brand	200g	36
Rooibos tea tagless 80's	Original brand or and similar brands	80`s	285
Ceylon tea tagless 80's	Original brand or and similar brands	80`s	100
Joko tea tagless 80's	Original brand	80`s	78
White sugar 2,5kg	Hullets or and any similar brand	2,5kg	261
Brown sugar 2,5kg	Hullets or and any similar brand	2,5kg	288
White sugar 10kg	Hullets or and any similar brand	10kg	30
Brown sugar 10kg	Hullets or and any similar brand	10kg	72
Raw honey 375g	Original brands	375g	90
Raw honey 500g	Original brands	500g	50
Individually wrapped peppermint sweets 3,5g	Original brands	3,5g	150
Assorted sweets 175g	Original brands	175g	117
Branded round sticker 6cm	Round branded 6cm sticker	6cm	30



NB: When ECPTA refers to a patented product or the name of a manufacturer or certain trademark or brand, it shall only be to indicate the type, or the quality of the product required. Similar products will be considered. Samples may be required from the recommended bidders during the evaluation process.

The quantities listed above are for benchmarking purposes and may increase or decrease based on the needs of the ECPTA.

2.2. Delivery and offloading of consumables

The service provider is expected to deliver and offload the required consumables at the offices listed in Table 2 below.

Table 2: Location of Offices

Office/ Nature Reserve	Location of Nearest Town/City	Latitude	Longitude
ECPTA Head-office	East London	-33.0203136	27.9052288
Marine and Coastal Cluster (Regional Office)	Mthatha	-31.5931325	31.5931325
Biodiversity and Heritage cluster Island Nature Reserve	Port Elizabeth	-33.9871882,	25.357834,14
Tsolwana (Commando Drift)	Tarkastad	-32,146339	26,444114
Thomas Baines Nature Reserve	Grahamstown	-33.401° or 33° 24' 3"	26.4918° or 26° 29' 30"



3. Evaluation Criteria

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:

A Three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage Two (2) where bids will be evaluated on In-loco inspection. Bidders who score a minimum of 75 points and above on In-loco inspection will proceed to Stage Three (3) for Price and Specific Goals utilizing 80/20 preferential point system.

3.1 STAGE 1: Compliance with bid Requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with any of the requirement below will lead to immediate rejection of the bid.

Table 3: Compliance Requirements

NO	COMPLIANCE
1.	<p>Company Experience</p> <p>Bidders must submit proof of experience for a minimum of three (3) completed projects for Supply, and delivery of consumables for current and / or previous clients. Only projects with a minimum value of R100 000 and a duration of 12 months and above will be considered. Proof of experience must be submitted in <u>ANY</u> of the following documents and must include the period of assignment (clearly stating start and end date), type of services offered, value of the project and be on a client's letterhead:</p> <ul style="list-style-type: none">a) Reference letters; orb) Copies of contracts or SLAc) Purchase Order (for rate-based contracts) ord) Reference forms attached to the bid documents. <p>NB: Appointment letters will not be considered for evaluation.</p>



NO	COMPLIANCE
	<p>The ECPTA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.</p>
2.	<p>Bank Rating Certificate</p> <p>The bidder must submit a Bank Rating Certificate with Code A, B or C. Bank Rating with Code D or lower will not be considered. The Bank Rating Certificate must not be dated older than three (3) months.</p> <p>NB: Bank account confirmation letters will not be considered for evaluation.</p>
3.	<p>Delivery/ Transport Strategy</p> <p>The bidder must submit proof of availability of a distribution vehicle or arrangement/agreement with courier company for transportation. The proof of delivery/transport strategy must be submitted in <u>ANY</u> of the following documents:</p> <ul style="list-style-type: none"> a) Proof of registration or b) Proof of purchase; or c) Lease agreement with owner; or d) Proof of arrangement with courier company. <p>NB: The vehicle must be registered in the name of the bidding company. In cases where the vehicle will be hired, a copy of an agreement between the bidder and the hiring / courier company must be submitted with the bid.</p>

NB: Failure to meet any of the compliance listed above will lead to disqualification of a bid.

3.2 Stage 2: In- Loco Inspection

Bidders who comply with all the compliance requirements in Stage 1 will be subjected to in-loco inspection. In-loco inspection will be assessed against the criteria and weighting specified in the table below. Each criterion will be scored on the information presented by the bidders during site visits. The allocated scores will then be added together, and bidders should obtain a minimum of **75** points and



above to proceed to the next stage of evaluation. Bidders who fail to obtain **75** points will not be considered for Stage 3 evaluation for Price & Specific Goals.

Table 4: In-LoCo Inspection Criteria

No	In-loco Inspection Criteria	Weighting
1.	<p>Branded Office Building/ Warehouse</p> <ul style="list-style-type: none"> • The bidder must have an operating office space/ warehouse. The office space/ warehouse must be branded with the bidder’s logo clearly visible with stock levels that hold majority of items detailed in the Terms of Reference = 20 points • Verification of existence of Office Equipment i.e. workstations, telephones, computers, printing machines = 10 points 	30
2.	<p>Staff Availability</p> <p>Bidder to provide an organogram and demonstrate availability of the following staff members.</p> <ul style="list-style-type: none"> • Administration Staff = 10 points • Logistics / Delivery Staff = 10 points • Account Management = 10 points <p>NB: The existence of the above staff members will be verified on site. Identity Documents and proof of employment would be required.</p>	30



3.	<p>Quality Management System / Contingency Plan</p> <ul style="list-style-type: none"> • Bidders need to demonstrate how the quality management processes are undertaken. Bidders will be required to provide a copy of a Quality Management Policy / Plan = 5 points • Bidders must submit a contingency plan for any disruptions that may be experienced during the implementation of the contract = 5 points • Customer Satisfaction Management System = 5 points 	15
4.	<p>Samples</p> <ul style="list-style-type: none"> • Bidders must provide at minimum 10 samples from the list of consumables with branding requirements for previous/ current client. = 15 points 	15
5.	<p>Financial/ Ordering Systems in place</p> <p>Does the bidder currently have a financial or ordering system in place which will gather and provide the information when needed = 10 points</p> <p style="text-align: center;">Yes= 10 points No = 0 points</p> <p>Provide evidence- report from the system indicating some or more than the listed fields.</p>	10
	TOTAL	100

Bidders should obtain a minimum of **75** points and above to proceed to the next stage of evaluation. Bidders who fail to obtain **75** points will not be considered for Stage 3 evaluation for Price & Specific Goals.



3.3 STAGE 3: PRICE AND SPECIFIC GOALS

Criteria	Points
Bid Price	80
Specific Goals	20
Total	100

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for Specific Goals.

POINTS FOR SPECIFIC GOALS			
Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable Evidence
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)) 10-50% HDI Ownership <10% HDI Ownership	25%	5 2.5 0	<u>CSD report</u> <u>Or</u> CIPC certificate & ID Copy
>51% Women Ownership 10-50% Women Ownership <10% Women Ownership	25%	5 2.5 0	<u>CSD report</u> <u>Or</u> CIPC certificate & ID Copy
>51% Youth Ownership 10-50% Youth Ownership <10% Youth Ownership	25%	5 2.5 0	<u>CSD report</u> <u>Or</u>



			CIPC certificate & ID Copy
>51% Disability Ownership	15%	3	<u>Medical certificate</u>
10-50% Disability Ownership		1.5	
<10% Women Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	10%	2	<u>Valid Proof of Address.</u> Municipal Council Letter <u>Or</u> Lease Agreement/ <u>Or</u> Statement of Account Proof must be valid at the time of submission
TOTAL	100%	20	

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- The ECPTA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of a full CSD report for the month of submission.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 150 days.
- A service level agreement shall be signed with the successful service provider.



- 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.
- 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.
- 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 documents.

The following documents must be submitted with the tender document:

- Proof of registration with Treasury Central Supplier Database (CSD) – Full report for the month of submission.
- Company Registration Documents and shareholder's certificate showing ownership details of the Company.
- Medical certificate (if applicable)
- Proof of address
- Companies who bid as a joint venture must supporting documents for both companies and a JV agreement.

The bidders may only request clarification in writing up to 5 workings days before the closing date stated in the Tender Notice. No requests for clarifications will be accepted after the 2nd of September 2024.



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 9-12)

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

Bids are to be held valid and binding for 150 days from the closing date of submissions (calculated from, but not including, the due date).

9. 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.

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

All expenses incurred by 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.

10. 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.

11. Price Escalation

Price escalation should be provided for the entire five (5) year period.

12. 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.

13. Samples

Samples might be requested during in-loco inspection stage.

14. Duration of the Bid

The contract duration is three (3) years with an option to extend for two (2) years.



15. Delivery Periods: The successful bidder will liaise with Ms. Lorna Ndabeni at 047 495 0859

16. Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked “**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF CONSUMABLES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF 2 YEARS.**” - **BID NO. 12/FY/25** Bids 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 **10 SEPTEMBER 2024**.

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: Ms Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: Unathi.Zinganto@ecpta.co.za

18. 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.

19. Payment

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

20. 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.

21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.



GENERAL CONDITIONS OF CONTRACT

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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 ancillaries 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

- 6.2 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.
- 6.3 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 clauses 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 judgement 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 (NIPP)

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



PRICING SCHEDULE – FIRM PRICES

SBD3.1

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.: 12/FY/25

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER CONSUMABLES FOR A PERIOD OF 3 YEARS WITH AN OPTION TO RENEW FOR A FURTHER PERIOD OF 2 YEARS.

CLOSING TIME 11:00 **CLOSING DATE:**10 SEPTEMBER 2024

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Prices quoted must include delivery as and when the need arises, these prices shall remain fixed for the duration of the contract

YEAR 1

Consumables	Size	Quantity	Unit Price	Total Price
Bathroom soap	25g x 200	20		
Hand soap	15g x 200	100		
Shower cap	10g x 200	111		
Foam bath/Body wash	35ml x 200	135		
Body lotion	35ml x 200	102		
Conditioner	35ml x 200	30		
Shower gel	35ml x 200	30		
Shampoo	35ml x 200	120		
Sanitizer	60ml x 200	50		
Brown sugar, sachet squares	5g x 1000	150		



White sugar, sachet squares	g x 1000	150		
Coffee sticks, Nescafe Decafe	1.8g x 200	90		
Coffee sticks, Nescafe classic	2.7g x 200	150		
Rooibos Five Roses envelopes	2g x 200	162		
Five roses' envelopes	2g x 200	126		
Five roses' envelopes Green Tea	2g x 200	126		
Canderel Sticks	1g x 1000	100		
Cremora	4g x 200	222		
Sewing Kit	80 x 80mm	50		
Vanity Kit	80 x 80mm	50		
Laundry Bags	28 x 40 cm	600		
Still Bottled water	500ml	1194		
Sparkling Bottled water	500ml	100		
Biscuits	1 pack x 40	200		
Assorted Biscuits	200g	1395		



Chocolates	1 pack x 40	50		
Full cream milk 1 L	6 per pack	900		
Low fat milk 1L	6 per pack	100		
Ellis brown 1kg	1kg	60		
Cremera 1kg	1kg	48		
Jacobs Kronung Coffee 200g	200g	297		
Jacobs Gold Coffee 200g	200g	36		
Ricoffy 750g	750g	123		
Frisco coffee 750g	750g	21		
Nescafe classic 200g	200g	63		
Nescafe Gold 200g	200g	36		
Rooibos tea tag less 80's	80`s	285		
Ceylon tea tag less 80's	80`s	100		
Joko tea tag less 80's	80`s	78		
White sugar 2,5kg	2,5kg	261		



Brown sugar 2,5kg	2,5kg	288		
White sugar 10kg	10kg	30		
Brown sugar 10kg	10kg	72		
Raw honey 375g	375g	90		
Raw honey 500g	500g	50		
Individually wrapped peppermint sweets 3,5g	3,5g	150		
Assorted sweets 175g	175g	117		
Branded round sticker 6cm	6cm	30		
Delivery Fee				
Total				

YEAR 2

Consumables	Size	Quantity	Unit Price	Total Price
Bathroom soap	25g x 200	20		
Hand soap	15g x 200	100		
Shower cap	10g x 200	111		
Foam bath/Body wash	35ml x 200	135		



Body lotion	35ml x 200	102		
Conditioner	35ml x 200	30		
Shower gel	35ml x 200	30		
Shampoo	35ml x 200	120		
Sanitizer	60ml x 200	50		
Brown sugar, sachet squares	5g x 1000	150		
White sugar, sachet squares	g x 1000	150		
Coffee sticks, Nescafe Decafe	1.8g x 200	90		
Coffee sticks, Nescafe classic	2.7g x 200	150		
Rooibos Five Roses envelopes	2g x 200	162		
Five roses' envelopes	2g x 200	126		
Five roses' envelopes (Green Tea)	2g x 200	126		
Canderel Sticks	1g x 1000	100		
Cremora	4g x 200	222		
Sewing Kit	80 x 80mm	50		
Vanity Kit	80 x 80mm	50		
Laundry Bags	28 x 40 cm	600		



Still Bottled water	500ml	1194		
Sparkling Bottled water	500ml	100		
Biscuits	1 pack x 40	200		
Assorted Biscuits	200g	1395		
Chocolates	1 pack x 40	50		
Full cream milk 1 L	6 per pack	900		
Low fat milk 1L	6 per pack	100		
Ellis brown 1kg	1kg	60		
Cremora 1kg	1kg	48		
Jacobs Kronung Coffee 200g	200g	297		
Jacobs Gold Coffee 200g	200g	36		
Ricoffy 750g	750g	123		
Frisco coffee 750g	750g	21		
Nescafe classic 200g	200g	63		
Nescafe Gold 200g	200g	36		



Rooibos tea tag less 80's	80`s	285		
Ceylon tea tag less 80's	80`s	100		
Joko tea tag less 80's	80`s	78		
White sugar 2,5kg	2,5kg	261		
Brown sugar 2,5kg	2,5kg	288		
White sugar 10kg	10kg	30		
Brown sugar 10kg	10kg	72		
Raw honey 375g	375g	90		
Raw honey 500g	500g	50		
Individually wrapped peppermint sweets 3,5g	3,5g	150		
Assorted sweets 175g	175g	117		
Branded round sticker 6cm	6cm	30		
Delivery Fee				
Total				



YEAR 3

Consumables	Size	Quantity	Unit Price	Total Price
Bathroom soap	25g x 200	20		
Hand soap	15g x 200	100		
Shower cap	10g x 200	111		
Foam bath/Body wash	35ml x 200	135		
Body lotion	35ml x 200	102		
Conditioner	35ml x 200	30		
Shower gel	35ml x 200	30		
Shampoo	35ml x 200	120		
Sanitizer	60ml x 200	50		
Brown sugar, sachet squares	5g x 1000	150		
White sugar, sachet squares	g x 1000	150		
Coffee sticks, Nescafe Decafe	1.8g x 200	90		
Coffee sticks, Nescafe classic	2.7g x 200	150		
Rooibos Five Roses envelopes	2g x 200	162		
Five roses' envelopes	2g x 200	126		
Five roses' envelopes (Green Tea)	2g x 200	126		



Canderel Sticks	1g x 1000	100		
Cremora	4g x 200	222		
Sewing Kit	80 x 80mm	50		
Vanity Kit	80 x 80mm	50		
Laundry Bags	28 x 40 cm	600		
Still Bottled water	500ml	1194		
Sparkling Bottled water	500ml	100		
Biscuits	1 pack x 40	200		
Assorted Biscuits	200g	1395		
Chocolates	1 pack x 40	50		
Full cream milk 1 L	6 per pack	900		
Low fat milk 1L	6 per pack	100		
Ellis brown 1kg	1kg	60		
Cremora 1kg	1kg	48		
Jacobs Kronung Coffee 200g	200g	297		



Jacobs Gold Coffee 200g	200g	36		
Ricoffy 750g	750g	123		
Frisco coffee 750g	750g	21		
Nescafe classic 200g	200g	63		
Nescafe Gold 200g	200g	36		
Rooibos tea tag less 80's	80`s	285		
Ceylon tea tag less 80's	80`s	100		
Joko tea tag less 80's	80`s	78		
White sugar 2,5kg	2,5kg	261		
Brown sugar 2,5kg	2,5kg	288		
White sugar 10kg	10kg	30		
Brown sugar 10kg	10kg	72		
Raw honey 375g	375g	90		
Raw honey 500g	500g	50		
Individually wrapped	3,5g	150		



peppermint sweets 3,5g				
Assorted sweets 175g	175g	117		
Branded round sticker 6cm	6cm	30		
Delivery Fee				
Total				

OPTIONAL YEAR 4

Consumables	Size	Quantity	Unit Price	Total Price
Bathroom soap	25g x 200	20		
Hand soap	15g x 200	100		
Shower cap	10g x 200	111		
Foam bath/Body wash	35ml x 200	135		
Body lotion	35ml x 200	102		
Conditioner	35ml x 200	30		
Shower gel	35ml x 200	30		
Shampoo	35ml x 200	120		
Sanitizer	60ml x 200	50		
Brown sugar, sachet squares	5g x 1000	150		
White sugar, sachet squares	g x 1000	150		



Coffee sticks, Nescafe Decafe	1.8g x 200	90		
Coffee sticks, Nescafe classic	2.7g x 200	150		
Rooibos Five Roses envelopes	2g x 200	162		
Five roses' envelopes	2g x 200	126		
Five roses' envelopes (Green Tea)	2g x 200	126		
Canderel Sticks	1g x 1000	100		
Cremora	4g x 200	222		
Sewing Kit	80 x 80mm	50		
Vanity Kit	80 x 80mm	50		
Laundry Bags	28 x 40 cm	600		
Still Bottled water	500ml	1194		
Sparkling Bottled water	500ml	100		
Biscuits	1 pack x 40	200		
Assorted Biscuits	200g	1395		
Chocolates	1 pack x 40	50		



Full cream milk 1 L	6 per pack	900		
Low fat milk 1L	6 per pack	100		
Ellis brown 1kg	1kg	60		
Cremera 1kg	1kg	48		
Jacobs Kronung Coffee 200g	200g	297		
Jacobs Gold Coffee 200g	200g	36		
Ricoffy 750g	750g	123		
Frisco coffee 750g	750g	21		
Nescafe classic 200g	200g	63		
Nescafe Gold 200g	200g	36		
Rooibos tea tag less 80's	80`s	285		
Ceylon tea tag less 80's	80`s	100		
Joko tea tag less 80's	80`s	78		
White sugar 2,5kg	2,5kg	261		
Brown sugar 2,5kg	2,5kg	288		



White sugar 10kg	10kg	30		
Brown sugar 10kg	10kg	72		
Raw honey 375g	375g	90		
Raw honey 500g	500g	50		
Individually wrapped peppermint sweets 3,5g	3,5g	150		
Assorted sweets 175g	175g	117		
Branded round sticker 6cm	6cm	30		
Delivery Fee				
Total				

OPTIONAL YEAR 5

Consumables	Size	Quantity	Unit Price	Total Price
Bathroom soap	25g x 200	20		
Hand soap	15g x 200	100		
Shower cap	10g x 200	111		
Foam bath/Body wash	35ml x 200	135		
Body lotion	35ml x 200	102		



Conditioner	35ml x 200	30		
Shower gel	35ml x 200	30		
Shampoo	35ml x 200	120		
Sanitizer	60ml x 200	50		
Brown sugar, sachet squares	5g x 1000	150		
White sugar, sachet squares	g x 1000	150		
Coffee sticks, Nescafe Decafe	1.8g x 200	90		
Coffee sticks, Nescafe classic	2.7g x 200	150		
Rooibos Five Roses envelopes	2g x 200	162		
Five roses' envelopes	2g x 200	126		
Five roses' envelopes (Green Tea)	2g x 200	126		
Canderel Sticks	1g x 1000	100		
Cremora	4g x 200	222		
Sewing Kit	80 x 80mm	50		
Vanity Kit	80 x 80mm	50		
Laundry Bags	28 x 40 cm	600		



Still Bottled water	500ml	1194		
Sparkling Bottled water	500ml	100		
Biscuits	1 pack x 40	200		
Assorted Biscuits	200g	1395		
Chocolates	1 pack x 40	50		
Full cream milk 1 L	6 per pack	900		
Low fat milk 1L	6 per pack	100		
Ellis brown 1kg	1kg	60		
Cremora 1kg	1kg	48		
Jacobs Kronung Coffee 200g	200g	297		
Jacobs Gold Coffee 200g	200g	36		
Ricoffy 750g	750g	123		
Frisco coffee 750g	750g	21		
Nescafe classic 200g	200g	63		
Nescafe Gold 200g	200g	36		



Rooibos tea tag less 80's	80`s	285		
Ceylon tea tag less 80's	80`s	100		
Joko tea tag less 80's	80`s	78		
White sugar 2,5kg	2,5kg	261		
Brown sugar 2,5kg	2,5kg	288		
White sugar 10kg	10kg	30		
Brown sugar 10kg	10kg	72		
Raw honey 375g	375g	90		
Raw honey 500g	500g	50		
Individually wrapped peppermint sweets 3,5g	3,5g	150		
Assorted sweets 175g	175g	117		
Branded round sticker 6cm	6cm	30		
Delivery Fee				
Total				



PRICE SUMMARY

YEAR	PRICE
YEAR 1 (Incl. Vat)	R
YEAR 2 (Incl. Vat)	R
YEAR 3 (Incl. Vat)	R
TOTAL BID PRICE FOR THE INITIAL 3 YEARS (Incl. Vat)	R
YEAR 4 (Incl. Vat)	R
YEAR 5 (Incl. Vat)	R
GRAND TOTAL FOR 5 YEARS (Incl. Vat)	R

NOTE:

- Bidders are expected to quote according to the specifications on pages 09 - 13.
- Bidders are required to provide a detailed cost structure in their company letterhead.
- Prices quoted must include delivery as and when the need arises, these prices shall remain fixed for the duration of the contract

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

.....
Signature

.....
Date

.....
Name of Bidder

.....
Position



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



2.1.2 If the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise are employed by the state, is there any approval to conduct business with the state, signed by the accounting officer/authority attached?

YES/NO/ N/A

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.

- 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

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.



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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:



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

1.5 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 PREFERENCE POINT SYSTEMS

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

80/20

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

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:

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of	5	



the Republic of South Africa, 1993, (Act 200 of 1993))	2.5	
10-50% HDI Ownership	0	
<10% HDI Ownership		
>51% Women Ownership	5	
10-50% Women Ownership	2.5	
<10% Women Ownership	0	
>51% Youth Ownership	5	
10-50% Youth Ownership	2.5	
<10% Youth Ownership	0	
>51% Disability Ownership	3	
10-50% Disability Ownership	1.5	
<10% Women Ownership	0	
Locality (Enterprises located in the Eastern Cape Province)	2	
Total	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:



CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on www.csd.gov.za

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above-mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. BIDDERS are required to submit their full CSD report for the month time of submission.



ATTACH CSD REPORT HERE



PROOF OF ADDRESS

ATTACH PROOF OF ADDRESS HERE



EVALUATION CRITERIA: COMPLIANCE REQUIREMENTS

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:

A Three (3) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage Two (2) where bids will be evaluated on In-loco inspection. Bidders who score a minimum of 75 points and above on In-loco inspection will proceed to Stage Three (3) for Price and Specific Goals utilizing 80/20 preferential point system.



This form must be completed by the authorized person of the bidder's current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.

1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:



OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Email Address _____

Contact number _____

Signature _____

Date _____

Official Stamp



2.REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

2.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:



OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

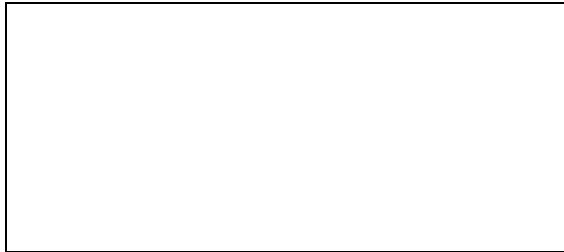
Email Address _____

Contact number _____

Signature _____

Date _____

Official Stamp



3. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:



OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
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Name of Authorized Person _____

Designation _____

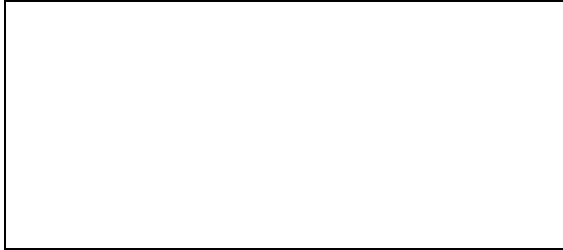
Email Address _____

Contact number _____

Signature _____

Date _____

Official Stamp



BANK RATING CERTIFICATE

(Attach Bank Rating Certificate here)



DELIVERY / TRANSPORT STRATEGY

(Attach Proof here)



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 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.

Please attach proof to the next page.



ATTACH RESOLUTION OF SIGNATORY



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....



c) Physical address.....

.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm



Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....



.....
.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....
.....
.....



5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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.....

(b) Authority to enter into contracts on behalf of the Joint Venture

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.....

(c) Signing, co-signing and/or collateralising of loans



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.....

(d) Acquisition of lines of credit

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.....

(e) Acquisition of performance bonds

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.....
.....

(f) Negotiating and signing labour agreements

.....
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE



(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*



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(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture



.....
(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....
.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date.....



Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.

