



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

**Bid Number: RFQ 24/25 - BCM – 0005**

**REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE SOCIAL RELIEF OF DISTRESS IN THE FORM OF FOOD PARCELS AND BLANKETS TO FAMILIES AFFECTED BY DISASTERS WITHIN THE BUFFALO CITY METRO FOR A 6 MONTHS CONTRACT**

**BIDDER:**

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**CSD NUMBER:**

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**CLOSING DATE: 15 MAY 2024**

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**CLOSING TIME: 11:00 AM**

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**ENQUIRIES:**

SCM – BUFFALO CITY METRO OFFICE  
2<sup>ND</sup> FLOOR, IDEALS HOME BUILDING, OXFORD STREET, EAST LONDON

**Contact Persons**

(For specification related enquiries)

Mrs Mushwana/ Ms Mtebele

Tel: 082 856 5276/066 300 2231

(For completion of bid document)

Mr. S. Mlumbi

Tel: 072 983 7443

**Fraud, Complaints & Tender Abuse Hotline**

**0800 701 701 (toll free number)**

## **PART 1**

**STANDARD BIDDING FORMS, GENERAL CONDITIONS OF  
CONTRACT, CONDITIONS OF CONTRACT OTHER RELATED  
MATTERS**

## PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT</b>					
<b>BID NUMBER:</b>	<b>RFQ 24/25 - BCM - 0005</b>	<b>CLOSING DATE:</b>	<b>15 MAY 2024</b>	<b>CLOSING TIME:</b>	<b>11H00</b>
<b>DESCRIPTION</b>	<b>REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE SOCIAL RELIEF OF DISTRESS IN THE FORM OF FOOD PARCELS AND BLANKETS TO FAMILIES AFFECTED BY NATURAL DISASTERS WITHIN THE BUFFALO CITY METRO FOR A 6 MONTHS CONTRACT</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>170 IDEAL HOMES BUILDING, OXFORD STREET</b>					
<b>EAST LONDON, 5200</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:			OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				[IF YES ANSWER PART B:3 BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS, IF NOT REGISTERED, MUST PRIOR TO AWARD REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## RFQ INVITATION

### REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE SOCIAL RELIEF OF DISTRESS IN THE FORM OF FOOD PARCELS AND BLANKETS TO FAMILIES AFFECTED BY NATURAL DISASTERS WITHIN THE BUFFALO CITY METRO ON A 06 MONTH FIXED CONTRACT

Tender documents will be available as from 09H00 on the 08<sup>th</sup> MAY 2024 from the offices of the Department of Social Development located in the below office at no cost. Documents can also be downloaded from the departmental website [www.ecdsd.gov.za](http://www.ecdsd.gov.za).

District Office/Metro	Address	Enquiries
BUFFALO CITY METRO	IDEALS HOME BUILDING, 170 OXFROD STREET EAST LONDON 5200	Mr S. Mlumbi 072 983 7443 Email <a href="mailto:siboniso.mlumbi@ecdsd.gov.za">siboniso.mlumbi@ecdsd.gov.za</a> Ms F Mtebele, 066 300 2231 Email <a href="mailto:feziwe.mtebele@ecdsd.gov.za">feziwe.mtebele@ecdsd.gov.za</a>

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box located in the addresses above not later than **11H00 on 15 MAY 2024**.

#### A. BID EVALUATION

This bid will be evaluated in two (2) phases as stipulated in the bid document

#### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:

Maximum points on price	-	<b>80 points</b>
Maximum points for Specific Goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

#### B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications and other bid conditions and rules are detailed in the bid document.

The bid will be valid for a period of **90** days after the closing date.

#### C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **RFQ 24/25- BCM – 0005: REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE SOCIAL RELIEF OF DISTRESS IN THE FORM OF FOOD PARCELS AND BLANKETS TO FAMILIES AFFECTED BY NATURAL DISASTERS WITHIN THE BUFFALO CITY METRO FOR A 6 MONTHS CONTRACT**

ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO THE CONTACTS AS PER THE TABLE ABOVE

## **GENERAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any supplier who has submitted a tender in response to this invitation to bid.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the manufacturer, for the due fulfilment of this contract, should it be requested in the Terms of Reference

### **4. GENERAL BID RULES**

- i) The bid document shall be completed and signed
- ii) The Department of Social Development Supply Chain Management Policy will apply.
- iii) The Department of Social Development does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- iv) Bids which are late, incomplete, unsigned will not be accepted
- v) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
- vi) The bid may be awarded to a single or multiple service provider/s.
- vii) Penalty clauses will apply as per the Service Level Agreement and general conditions of the contract. Service providers may also be blacklisted if sub-standard performance is experienced in which the service provider may be barred from doing business with Government for a period not exceeding 10 (ten) years.

### **6. INSURANCE CLAIMS, ETC.**

- 6.1. The Department 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.
- 6.2. The service provider shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.
- 6.3. It is required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.
- 6.4. Failure to do so within 21 (twenty one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

### **7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **90** days from the closing date as stipulated in the Bid document.

### **8. PENALTY PROVISION**

#### **8.1 Should the successful Bidder:**

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so; Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:

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

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

**9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**10. PRICE ESCALATION**

No price escalation will be considered.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

11.1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

11.2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.

11.3. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**12. DURATION OF THE CONTRACT**

12.1. The contract period shall be Six (6) months.

**13. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER/S**

13.1 The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid maybe subjected to negotiation with the identified preferred bidder, should a need arise

13.2 The Department may furthermore, from the recommended bidder negotiate for the variation of scope should it be necessary,

**13. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**

The paragraph dealing with Spare parts (paragraph 14 ) is hereby withdrawn.

## 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

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



- 1.7 A tenderer must submit, together with its tender, a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.
- 1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

## 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) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in

the case of—

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

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

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

***Note to 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)	Percentage owned
Gender (Women Ownership)	6		
Race (Black ownership)	2		
Disability	3		
Locality (Buffalo City Metro)	6		
Youth	3		
<b>Total</b>	<b>20</b>		

#### **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:** .....

.....

.....

# ANNEXURE TO DSD 80/20 SBD 6.1 FORM

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date/Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

\*Indicate YES or NO

## 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<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other

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

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 consortium<sup>2</sup> 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of

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<sup>2</sup> 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.

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 ✓

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify) .....
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE:.....



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as .....  
accept your bid under reference number .....dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## DETAILS OF TENDERERS NEAREST OFFICE

1. Physical address of tenderer:


2 Telephone No of nearest office: \_\_\_\_\_

3 Time period for which such office has been used by tenderer: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) TENDERER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

## **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 **"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.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the 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.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.

- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the 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.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"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, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

### **8.1 All pre-bidding testing will be for the account of the bidder.**

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**



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

- 1) 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
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) 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 contracts 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 Counter-Vailing 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 his 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.

**RESOLUTION FOR SIGNATORY**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_ and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
2. In the event that a non- member / non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

### DECLARATION

I, THE UNDERSIGNED NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **PART 2**

**APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE SOCIAL RELIEF  
OF DISTRESS IN THE FORM OF FOOD PARCELS AND BLANKETS TO  
FAMILIES AFFECTED BY NATURAL DISASTERS WITHIN THE BUFFALO  
CITY METRO FOR 6 MONTHS CONTRACT**



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## **1. BACKGROUND**

The provision of Social Relief Services to the poor, the vulnerable and the marginalised in the Eastern Cape is the responsibility and compelling mandate of the Department of Social Development.

The provision of Social Relief Services is designed to promote an efficient and equitable spread of food relief taking into consideration the unique needs of beneficiary households including coping capabilities, survival means and livelihood status of each intended beneficiary household.

The purpose is to secure services of a suitable service provider(s) to provide prescribed goods to identified beneficiary household, through the provision of pre-packed food parcels and blankets to families affected by disaster within the BCM District. Successful service provider/s will be required to sign the Service Agreement with Department.

## **2. SCOPE OF WORK EXPECTED FROM THE SERVICE PROVIDERS**

The service provider will be required to supply and deliver food parcels and blankets to families affected by disaster which comply with the official order, quality and quantity as set out in Annexure "A" attached to this document. Where families have been moved to a temporary shelter as a result of a disaster, the service provider will be required to provide prepared vegetable/meaty soup and bread for consumption by the families in the morning and in the evening for the first two days whilst in the shelter. The expected normal period of delivery is three days from the date of receipt of an official purchase order. However, given that DSD has to respond to emergency situations, the service provider may be required to deliver the food parcels and/or blankets within one day of receipt of the official purchase order.

Delivery must be done between 07H30 and 14H00 to enable officials to check the contents in terms of the official purchase orders. Deliveries made after the set hours will not be accepted unless prior arrangement have been made with the Department. It is the responsibility of the appointed service provider/s to load and off-load the food parcels as well as to deliver them to various delivery points in the district, local offices or any delivery points as specified by DSD.

### **CONTRACT PERIOD**

- a) The contract period will be six (06) months or up to the value of R1million whichever comes first.

## **3. GENERAL CONDITIONS**

The General Conditions of Contract as stipulated by the National Treasury will be applicable.

## **4.CONTRACT CONDITIONS**

4.1. The supplier must supply all the items inclusive of fresh produce as per annexure "A" attached. The number of food parcels and blankets to be ordered cannot be predetermined and will be in line with official purchase order issued. Bidders must demonstrate capacity to deliver small or big quantities.

4.2. The bidders must demonstrate the capacity to respond to Department's requests when DSD has to respond to a disaster within a community, in that they may be expected to deliver the correct number of goods required within one day of receiving an official purchase order. Food parcels and blankets will be issued to disaster affected beneficiaries who meet the SRD criteria.

4.3. In sourcing fresh produce preference must be given to co-operatives within the specific municipality where the bidder has been awarded as a supplier. Preference shall be given to those bidders whose proposals will create jobs and are prepared to procure fresh produce from Co-operatives within the municipality they are bidding for.

4.4. As a mechanism to alleviate poverty, it is expected of bidders to employ members of communities in which they operate as employees to execute some of the tasks pertaining to the work required such as, but not limited, loading and off-loading of the food parcels.

4.5. The supply of false information shall invalidate the bid. Such information includes amongst others, falsified documents, using any false information, other peoples' addresses etc. DSD reserves the right to verify all documents required prior to award.

4.6. All bidders must comply with contract condition outlined above. Failure to comply will invalidate the bid.

## **5. SPECIAL CONDITIONS**

5.1 Upon the award of the bid, the following documents are applicable.

5.1.1 An award letter by DSD and acceptance letter signed by the successful bidders

5.1.2 A Service Level Agreement between Department and successful bidders.

5.2 The DSD reserves the right to award the contract to one or more service providers in whole or partially or not to award at all.

5.3 The DSD reserves the right to change the food parcel lists at any time, however seven days' notice will be given to that effect.

5.4. Penalty clauses will apply as per the Service Level Agreement and general conditions of the contract. Service providers may also be blacklisted if sub-standard performance is experienced in which the service provider may be barred from doing business with Government for a period not exceeding 10 (ten) years.

5.5. DSD reserves the right to terminate the contract if circumstances change, in view of the contract period to such an extent that there is no further need for this programme. A thirty (30) days' notice will be given to this effect.

- 5.6. Any breach of any of the terms and conditions of contract entered into and the service provider fails to correct such breach within the stipulated time shall render the service provider liable to a penalty as stipulated in the Service Level Agreement and/or the General Conditions of Contract and/or automatic termination of the contract.
- 5.7 DSD or any other appointed agent, reserves the right to randomly inspect the premises (rented or owned) of any service provider to determine if food, utensils, storage and delivery facilities are adequate and hygienic.
- 5.8 Should there be any alarming report or threat to food safety, DSD reserves the right to consult and enlist the services of the Department of Health (DOH) to conduct food testing.
- 5.9 All the goods must be manufactured in South Africa and be SABS approved.
- 5.10 The performance of the contracted service provider (s) will be evaluated throughout the period of the contract. If it is shown that poor performance or shortcomings exist within the service provided, the contracted service provider shall be notified in writing and shall be required to effect corrective measures within 5 days at no cost to the Department of Social Development.
- 5.11 Should the corrective measure not be effected in line with clause 5.10 above the contract will be terminated. DSD reserves the right to reject services and work that do not meet the required standard and to engage another contracted service provider to complete the work. The contracted service provider shall be served with a 7 days' written notice for termination of contract in case of unsatisfactory performance.
- 5.12 It should be noted that DSD expects appointed service providers to take full responsibility and accountability and execute functions attached to the Terms of reference (TOR). Under no circumstances will DSD engage with sub-contractors or parties associated with the service provider, including main suppliers or manufacturers of any goods on the list

## **6. APPLICATION CONDITIONS**

- 6.1 Service providers who were previously awarded a tender should be aware that there is no guarantee that they will be awarded this bid. All applications will be considered as new and on merit
- 6.2 Bidders should indicate their capacity as per the bid requirements.
- 6.3 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD 6.1) in order to be considered for the allocation of preference points.
- 6.4 All submissions of bids must be deposited in the relevant bid box situated at all district offices of the Department as indicated in the invitation to bid on or before the closing date and time indicated in the invitation to bid. No late bids will be considered, and correspondence will be entered into.
- 6.5 No tender briefing session is scheduled for this bid. Should bidders seek clarity on any aspect on this bid the relevant officials indicated in the invitation to bid should be contacted.

## **7. PACKAGING CONDITIONS**

- 7.1. Packaging and labelling of items delivered must adhere to the provisions of the foodstuffs, cosmetics and disinfectants Act 54 of 1972, as amended
- 7.2. Food items must have expiry date affixed and be clearly legible. Only food items with at least 60 days expiry period on the day of delivery must be supplied.
- 7.3. Individual items must be wrapped in solid packaging that is capable of withstanding, handling and transportation hardships.
- 7.4. Items making up the food parcel must have grouped and wrapped according to type and form to avoid spillage and subsequent damage. Wrapped groups of items must then be packaged in three solid units of issue: One for the dry food, one for fresh produce and one for toiletries. The three units will constitute one food parcel.
- 7.5. The damaged or broken food parcels will not be accepted.
- 7.6. Items must be provided in the original wrapping of the Manufacturer – no decanting into smaller quantities will be allowed.
- 7.7. DSD shall only accept items that contain information such as brand name, complete nutritional content, usage, shelf life and other relevant information that support wholly the objectives for the supply of the food parcels to deserving persons.
- 7.8. Suppliers are obligated to ensure that packaging of food parcels is intact for every parcel received.
- 7.9. There will be random verification by the DSD officials confirming the quality and content of food parcel delivery at any point of relief delivery.

## **8. DELIVERIES OF SOCIAL RELIEF OF DISTRESS ITEMS**

- 8.1. The service provider(s) will be expected to adhere to the approved items as supplied by DSD (see Annexure A). No delivery should be made prior to receipt of an official purchase order from DSD.
- 8.2. The supplier must be able to deliver both small and large numbers of food parcels. Delivery should be in terms of the specification requirements and official purchase order issued. No deviations will be accepted without prior written approval by the Head of Department.
- 8.3. Delivery will be made to a point or points identified by DSD. It may be necessary to deliver food parcels to multiple points within the service delivery area to facilitate collection by identified and approved recipients.
- 8.4. Delivery period should not exceed three working days after receipt of official purchase order. However, in case where DSD responds to a disaster, the service provider will be expected to deliver food parcels within one day from the date of the receipt of official purchase order. All deliveries will be within BCM District.

- 8.5. Delivery must be done between 7H30 and 14H00 to enable officials to check the contents in terms of the purchase orders. Deliveries made after the set hours will not be accepted.
- 8.6. All items must be transported under hygienically accepted conditions i.e. the supplier must have access to a covered delivery vehicle. Proof of ownership in the form of a motor vehicle licence in the name of the bidder or their company, or a signed letter of intent by the lessor and lessee to hire a vehicle must be attached. The letter of intent must be on the letter head of the lessor.
- 8.7. All drivers making deliveries must be trained by the suppliers with regard to procedures and etiquette. The supplier will be held liable for any misconduct by the drivers such as late deliveries, shortfall of food parcels, and collusion of drivers with any DSD representative or community members.
- 8.8. The delivery of food parcels must be done in the presence of specifically designated DSD officials who will verify the quantities and quality of the food parcels against the official purchase order and signed delivery notes.
- 8.9. Delivered items must adhere to Food Stuffs, Cosmetics and Disinfectants Act 54 of 1972, as amended with regards to labelling and packaging.
- 8.10. Goods should be produced and be compliant with hazard analysis and critical control point compliant facility environment.

## **9. CONTENTS AND QUALITY OF FOOD PARCELS**

The contents of the food parcels are contained in the attached annexure A. The quality and quantity of items of the food parcel should strictly be the same as stated in Annexure A. No substitution of items listed may take place without justifiable reasons and prior approval by the Head of Department of DSD.

## **10. TERMINATION OF AGREEMENT BY DSD**

The Department of Social Development shall have the right to terminate this agreement at any time by giving 7 (seven) days' written notice to the supplier in any of the following events are noted:

### **10.1. On the breach**

If the supplier commits any breach of any terms or conditions of this agreement

### **10.2. On liquidation or insolvency**

If the supplier shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or suffer execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.

### **10.3. On Criminal Conduct**

If the supplier is found to have been reasonably and sufficiently implicated in any conduct directly linked to the social relief of distress referred to above.

#### **10.4. On bringing the DSD into disrepute**

If the service provider, through omission or commission brings the name of Department of Social Development (DSD) into disrepute. This is inclusive of the service provider failing to honour their financial obligations to their suppliers and thereby dragging the DSD to courts of law as respondent.

### **11. SERVICE DELIVERY AREAS**

11.1. Service delivery areas refer to the District Service Area, (including District, Local offices, Old Age homes, Outreach Areas, community hall, school, or any point(s) identified by DSD).

### **12. LOADING AND OFF-LOADING**

12.1. It is the responsibility of the service provider to provide their own labour for loading and offloading food parcels.

12.2. The Service Provider must ensure that parcels are handled with care as they are expected to be handed over in good condition. Damaged items will not be accepted.

### **13. PRICING**

13.1. Pricing must be inclusive of VAT or where applicable.

13.2. Pricing for a relief parcel (unit price) must be inclusive of all costs.

13.3. A detailed breakdown of prices for all items as per annexure "A" inclusive of all costs must be submitted. Submissions will be invalidated if some of the items have not been quoted for in line with Annexure "A".

### **14. ORDERING AND PAYMENT PROCESS**

14.1. Official purchase orders will be issued by the district office of the Department of Social Development.

14.2. Delivery notes must be sent together with consignment of the food parcel to designated points. These should be signed for by the receiving official upon the receipt and verification of goods. Food parcels which do not comply with the specifications will not be received or accepted, therefore no payment will be made for such items.


14.3 Payment will be effected within 30 days from the date of receipt of the invoice and delivery notes signed for by a DSD representative and designated delivery point.

## 15. CONSORTIUM / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

15.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium;

15.2 All parties must be registered on the Central Supplier Database (CSD).



**MRS N.V SITHOLE**  
**ACTING DISTRICT DIRECTOR: BUFFALO CITY METRO**

02 MAY 2024  
**DATE**



## 16. EVALUATION

Evaluation will be conducted as follows:

- Pre – evaluation criteria
- PPPFA

### 16.1 Pre-qualification criteria:

- Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 15.1
- Quotation is only valid when signed by the service provider or with a company stamp signed by a director or person with authority.
- No correction fluids of any kind MUST be used ON PRICE. In cases where corrections are necessary; these can be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's signature.
- Fully completed and signed SBD4.
- Fully completed and signed Annexure A (Part 1 & Part 2)
- Proof of three months experience in the supply and delivery of food parcels **AND** 3months experience in the catering services (copy of signed award letter/copy of signed contract and accompanying letter from the company/department indicating that services were satisfactory rendered).
- Proof of ownership of covered delivery vehicle (Vehicle registration certificates in the name of the bidder or own company name) or a signed agreement intent to lease transport between the bidder and lessor signed by both parties.

**NB: Failure to fully comply with the pre-qualification criteria to the satisfaction of the department will lead to the automatic disqualification of the bid. In loco inspection may be conducted on short listed Service Providers**

### 16.2 EVALUATION ON PPPFA

*Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals. Bidders who do not claim specific goals will not qualify for preference points.*

#### Matrix for evaluation

NO.	CRITERIA	POINTS
1.	Price	80
2	Specific Goals	20
2	SPECIFIC GOALS	NUMBER OF POINTS
3	Gender	6
4	No Franchise	2
5	Disability	3
6	Locality (Buffalo City Metro)	6
7	Youth	3
	<b>Total Points for Price &amp; Specific goals</b>	<b>100</b>

16.3 In order to obtain preference points for specific goals, bidders must complete SBD 6.1.

16.4 Locality will be confirmed as follows:

- The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.
- If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will be used as the only address to consider for awarding of locality points.
- A lease agreement where offices are lease together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the incitation to bid was published.

- *Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*

*In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 30% interests in the JV*

## **17 DISCLAIMER**

17.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

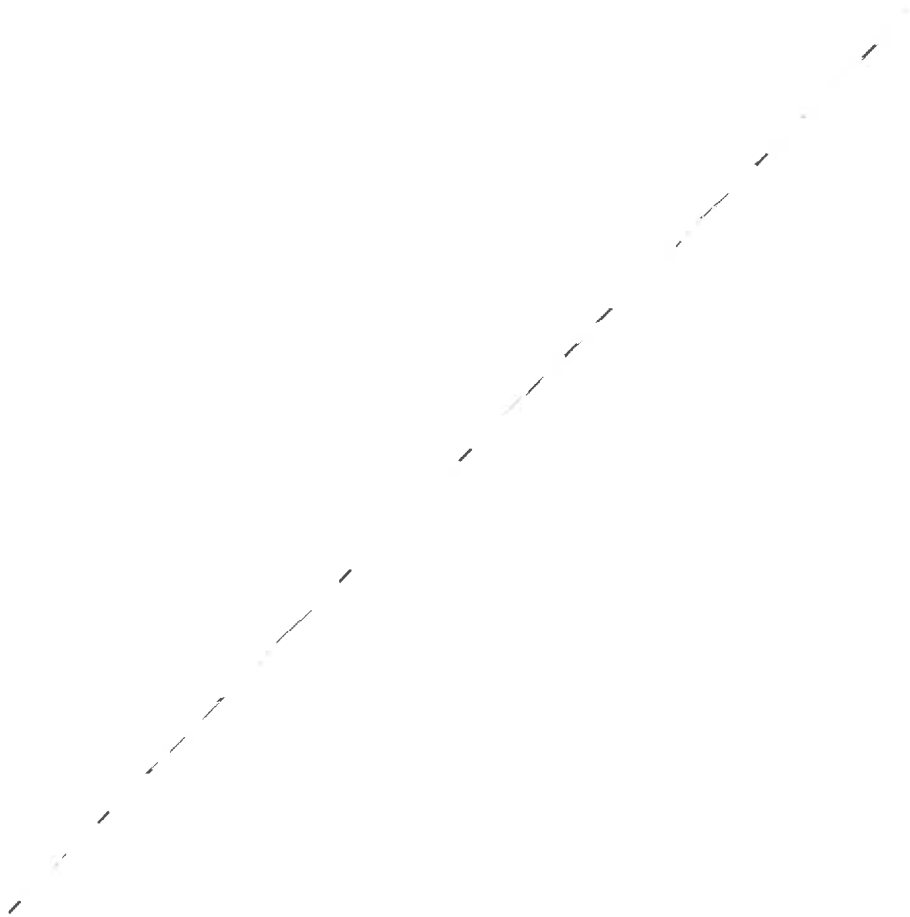
17.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).



**MR. V. DLOVA**  
**DIRECTOR: SCM**  
**DATE: 06/05/24**

## PART 3

# PRICING



# **ANNEXURE A (Part 1: FOOD PARCELS)**

Food Item	Brand Name	Weight	Quantity	Price
Maize	Ace, White Star, Impala or equivalent in nutritional value.	12,5	1	
Nutritional Supplement	Moveite Porridge or approved substitute with equivalent nutritional value	1 kg	2	
Cooking Oil	Sunflower Cooking oil or equivalent in nutritional value	750 ml	2	
Pilchards	Glendrych, Saldhana, Luck Start or equivalent in nutritional value	400 grams tins	6	
Soya Mince	Imana, Knorrox, Top Class, Vitamine, Mealtime, Trojan or equivalent in nutritional value	1 kg	3	
Samp	Invicta, Ace, Champion, Iwisa or equivalent in nutritional value	5 kg	1	
Sugar	Hulleys, Illovo, Selati or equivalent in nutritional value	2,5 kg	1	
Sugar Beans	Econo, Imbo, Plaza, Olympic or equivalent in nutritional value	2 kg	1	
Bread Flour	Golden Cloud, Sasko, Snowflake or equivalent in nutritional value	2,5kg	1	
Tea Bags	Five Roses, Glen, Teaspoon Tips, Joko, Trinco, Rooibos or equivalent in nutritional value	Packet of 100 tea bags	2	
Yeast	NCP, Anchor, Super Bake or equivalent in nutritional value	10g	2	
Peanut Butter	Skippy, Black Cat, Yum Yum or equivalent in nutritional value	800g	1	
Milk	Full Cream Powder milk (Real Diary OR Full Cream Long Life Milk box of 6 X 1 litre)	1 kg or 1 box	1x 6 litre	
Toothpaste	All brands acceptable	100g	2	
Bath Soap	All brands	175g	3	

Washing Soap	Sunlight Bar Soap or equivalent	500g	2	
Fresh Produce	Note a combination of available seasonal fresh produce to the maximum value of R 300-00 must be included in the relief parcel			
	Potatoes	10kg	1	/
	Carrots (1kg) or Pumpkin (2kg)	1 bag	1	
	Onion	5kg	1	
	Cabbage heads or bunches of spinach	1	3	
	Total Price Excluding VAT			
		/		VAT
	Grand Total Including VAT			

**ANNEXURE A (PART 2: DISASTER ITEMS)**

Item	Description		Quantity	Price
Blanket	2 Ply Mink Blankets		1	
		Total Price Excluding VAT		
		VAT		
		Grand Total Including VAT		

**SUMMARY OF PRICE**

ITEM	DESCRIPTION	TOTAL PRICE
1	Food Parcels	
2	Disaster Items	
GRAND TOTAL		

Name of bidder: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_