



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Bid Number: RFQ 24/25 - BCM – 0014(i)

**REQUEST FOR QUOTATIONS FOR SERVICE PROVIDERS TO SUPPLY AND DELIVER
ADULT NAPPIES FOR RESIDENTS AT SILVER CROWN OLD AGE HOME IN BUFFALO
CITY METRO FOR A PERIOD OF SIX (06) MONTHS**

BIDDER:

CSD NUMBER:

CLOSING DATE: 29 OCTOBER 2024

CLOSING TIME: 11:00 AM

ENQUIRIES:

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

Contact Persons

(For specification related enquiries)

Mrs Nanto/ Ms Mtebele

Tel: 083 300 7390/066 300 2231

(For completion of bid document)

Mr. S. Mlumbi

Tel: 072 983 7443

Fraud, Complaints & Tender Abuse Hotline

0800 701 701 (toll free number)

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PART 1

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

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PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	RFQ 24/25- BCM - 0014(i)	CLOSING DATE:	29 OCTOBER 2024	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR QUOTATIONS FOR SERVICE PROVIDERS TO SUPPLY AND DELIVER ADULT NAPPIES FOR RESIDENTS AT SILVER CROWN OLD AGE HOME IN BUFFALO CITY METRO FOR A PERIOD OF SIX (06) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
170 IDEAL HOMES BUILDING, OXFORD STREET					
EAST LONDON, 5200					
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					
		TCS PIN:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		OR CSD No:	
				B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 WWW.SARS.GOV.ZA .
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 SERVICE PROVIDERS TO SUPPLY AND DELIVER ADULT NAPPIES FOR RESIDENTS AT SILVER CROWN OLD AGE HOME IN BUFFALO CITY METRO FOR A PERIOD OF SIX (06) MONTHS

Tender documents will be available as from 09H00 on the 23 OCTOBER 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.

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

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 29 OCTOBER 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	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

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 – 0014(i): REQUEST FOR QUOTATIONS FOR SERVICE PROVIDERS TO SUPPLY AND DELIVER ADULT NAPPIES FOR RESIDENTS AT SILVER CROWN OLD AGE HOME IN BUFFALO CITY METRO FOR A PERIOD OF SIX (06) MONTHS**

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

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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 (06) 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.

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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
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.

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- 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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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

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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		
No Franchise	2		
Disability	3		
Locality (Buffalo City Metro)	6		
Youth	3		
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

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☐ 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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

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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

17 04 22

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.

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GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
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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

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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

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- 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.

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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.

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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 hereir,
- (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.

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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: _____

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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 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

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PART 2

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER DISPOSABLE ADULT
NAPPIES FOR RESIDENTS AT SILVER CROWN OLD AGE HOME FOR A PERIOD OF SIX
(06) MONTHS

1. BACKGROUND

Silver Crown Old Age Home is the only Government Home in the Buffalo City Metro rendering a 24-hour nursing care to frail older persons and persons living with disabilities. The requirement for nappies is a critical daily requirement to proper patient care and health care law.

The purpose is to secure services of a suitable service provider(s) to provide quality nappies that will not be harmful to the residents causing them to develop skin rashes and other skin conditions which then become a health risk to their wellbeing.

2. SCOPE OF WORK EXPECTED FROM THE SERVICE PROVIDERS

The service provider will be required to supply and deliver the nappies which are suitable for highly dependent users who require more absorbency and comfort; designed to improve the quality of life, dignity and health of the elderly. They must provide secure leakage protection, protect skin from irritation, ensure a high wearing comfort and are easy to use.

Table 1

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY
ADULT PULL-UP NAPPIES	Active Care Large Adult Pull-up or equivalent Waist: 80 cm - 105 cm	9 X Nappies Per Pack	31 Packs Per Month
ADULT PULL-UP NAPPIES	Active Care X – Large Adult Pull-up or equivalent Waist: 108 cm - 156 cm	8 X Nappies Per Pack	35 Packs Per Month
ADULT NAPPIES	Active Care Large Adult Nappies or Equivalent Waist: 101 cm - 139 cm	10 X Nappies Per Pack	45 Packs Per Month
ADULT NAPPIES	Active Care X – Large Adult Nappies or equivalent Waist: 127 cm - 165 cm	10 X Nappies Per Pack	28 Packs Per Month
ADULT NAPPIES	Active Care Medium Nappies or equivalent Waist: 80 cm - 112 cm	10 X Nappies Per Pack	18 Packs Per Month

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3. DELIVERY PERIOD

- The expected period of delivery is 7 days from the date of receipt of an official purchase order.
- Delivery must be done between 08H00 and 13H00 and 14H00 and 15H30 to enable officials to check and validate the contents in terms of the official purchase order. Deliveries made after the set hours will not be accepted unless prior arrangements have been made with the Department.

4. SPECIAL CONDITIONS

The following is the minimum specification requirements for the adult nappies/pull-ups

- 4.1. The nappies shall be made from high quality cloth-like soft material with elastics for a comfortable fit and discretion day and night with maximum leakage protection at night.
- 4.2. The Nappies/Pull-ups shall have a pH skin neutral fluid distribution layer to maintain a healthy skin;
- 4.3. The absorbent core which neutralises odour and holds liquids quickly for a dry feeling up to 12 hours.
- 4.4. Colour of elastics positioned at the front for easy indication of absorbency and size.

5. GENERAL CONDITIONS

- 5.1 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submission of their quotations. Supplier registration may be performed online at the National Treasury's website, www.treasury.gov.za. The Department will not award a contract to a bidder that is not registered on the CSD.
- 5.2 Bidders who fail to deliver the required goods at a given time, quantity and quality will be given 7 days to rectify the situation before the contract is terminated.
- 5.3 Bidders are advised that goods will be required to be delivered within 7 days of the timeframes in the deliverables after receiving the request.
- 5.4 Bidders must be contactable as and when a need arises.
- 5.5 The department reserves the right to return goods supplied should it be proven that they are of an inferior quality.
- 5.6 Should the supplier continue to provide inferior quality products the Department reserves the right to terminate the contract ~~and the bidder next in line shall be appointed.~~
- 5.7 The Department is not bound to accept any of the proposals submitted and reserves the right to call for the best and final offers from short listed bidders before final selection.
- 5.8 The department reserves the right to call for interviews with the shortlisted Bidders before final selection.

- 5.9 Bidders must provide a detailed pricing schedule indicating unit prices.
- 5.10 The lowest or any bid will not necessarily be accepted, and the department reserves the right to accept the whole or part of any bid.
- 5.11 The department reserves the right to cancel this bid or any portion thereof.
- 5.12 The department reserves the right to award the whole contract or part thereof.
- 5.13 The Department 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 or to call for any additional documents or to make presentation to it.
- 5.14 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 5.15 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.
- 5.16 Bids submitted through facsimile or e-mails will not be accepted.
- 5.17 No bids will be considered if submitted after the closing time.
- 5.18 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- 5.19 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.
- 5.20 Bidders must provide details of at least two contactable references to confirm the bidder's previous experience by completing Annexure C.
- 5.21 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.
- 5.22 The Department shall have no contractual relationship with third parties and/or sub-contractors of the manufacturer and all responsibilities and obligations shall vest with the appointed service provider.
- 5.23 Failure to adhere to the above general conditions will render your submission non-responsive and will not be evaluated further.

6. PRICING

- 6.1 Bidders must ensure that the quotes submitted have no arithmetic errors as Department will not rectify any errors on the quotations received.
- 6.2 All prices submitted should be typed in black ink or written in pen. No proposals written in pencil will be accepted or evaluated.

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- 6.3 Correction fluid of any kind MUST NOT be used. Any corrections made ON PRICE must 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 initials.
- 6.4 Pricing shall be done as per the attached pricing schedule inclusive of overheads. Overheads include all other cost other than the cost of actual Nappies e.g. Packaging, Delivery, Handling and may be VAT inclusive.
- 6.5 The department reserves the right to test financial capacity of the short-listed bidder prior award of the contract.
- 6.6 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 12month period to register for VAT.

7. PAYMENT

7.1 The successful bidder will bill the Department after the services have been rendered.

7.2 Payment will be made within 30 days of submission of a properly completed invoice.

8. PENALTIES

The Department shall be entitled to impose penalties in the event of a successful bidder failing to comply with any of the terms of this bid. The details of the penalties will be indicated in the service level agreement.

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.....
ACTING DISTRICT DIRECTOR:
BUFFALO CITY METRO

30/09/2024
.....
DATE

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9. EVALUATION CRITERIA:

Evaluation will be conducted as follows:

- Pre – evaluation criteria
- PPPFA

9.1 Stage 1: Pre – evaluation criteria

The following are pre-qualification criteria:

- Quotation is only valid when signed by the service provider or company stamp signed by a director or person with authority.
- In case of a partnership/joint venture a partnership or joint venture agreements must be attached.
- Completed and signed Annexure A and C
- Correction fluids of any kind **MUST NOT** be used. In cases where corrections are necessary on price; these can be made by crossing a line on the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's signature.
- Completed and signed SBD4

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

9.2 Stage 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
	Total Points for Price & Specific goals	100

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

9.4 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 OR
- 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 OR

- d) *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.*

9.4.1 *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.*

In order to be awarded points for disability, a medical report confirming permanent disability must be submitted together with this bid.

10. 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:-

- 10.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. 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.
- 10.2 All parties must be registered on (CSD).

11. DISCLAIMER

- 11.1 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.
- 11.2 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).

pp



DIRECTOR.
SUPPLY CHAIN MANAGEMENT

14/10/2024

DATE

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PART 3

PRICING

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Annexure A

Item No.	Description	Estimated Quantity required per month	Price per month	Total Price for Six (06) months
1.	Large Adult Pull-Up Nappies Active Care or equivalent Waist: 80 cm - 105 cm	9 X Nappies Per Pack X 31 Packs		
2.	X-Large Adult Pull-Up Nappies Active Care or equivalent Waist: 108 cm – 156 cm	8 X Nappies Per Pack X 35 Packs		
3.	Large Adult Nappies Active Care or equivalent Waist: 101cm – 139 cm	10 X Nappies Per Pack X 45 Packs		
4.	X-Large Adult Nappies Active Care or equivalent Waist: 127cm – 165 cm	10 X Nappies Per Pack X 28 Packs		
5.	Medium Adult Nappies Active Care or equivalent Waist: 80 cm – 112 cm	10 X Nappies Per Pack X 18 Packs		
Sub-total				
VAT				
Grand Total				

N.B: The above amount must be inclusive of all costs.

SUPPLIER NAME : _____

CONTACT PERSON : _____

POSITION : _____

SIGNATURE : _____

DATE : _____

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ANNEXURE B



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of Provincial procurement should be spent on goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

NAME OF MANUFACTURER/SERVICE PROVIDER	COMMODITY/SERVICE	LOCATION
(e.g. Allied Security Services)	(Security Services)	(East London)

I, the undersigned (Bidder's representative)

..... commit to procuring/sourcing the required goods from local manufacturers/distributors within the Eastern Cape Province where available and that 50% of the employees will be from the Ward where the centre is situated.

I accept that the Department of Social Development may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....
Signature

.....
Date

.....
Name of bidder

.....
Position

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ANNEXURE C

LIST OF CONTACTABLE REFERENCES

Bidders must insert in the space provided below and submit with their quotations, the following statement showing the jobs which they have successfully carried out which can be verified by the Department

Each bidder has to submit written references for verification by Department of jobs successfully performed by them. The information must be supplied by accurately completing the table set out below, which the bidder hereby warrants is true and correct in every respect by virtue of his signature to this document.

For whom done (Department/Institution)	Description of Service	Contact Person	Contact Number

BIDDERS NAME: _____

BIDDERS SIGNATURE: _____

DATE: _____

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