

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFQ 25/26 CHD - 0001	CLOSING DATE:	19 May 2025	CLOSING TIME:	11h00
DESCRIPTION	Request for quotations for appointment of service provider(s) to provide social relief of distress in the form of food parcels, mattresses and blankets to families affected by natural disasters within the Chris Hani District for a 12 months contract.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
No.6 Ebden Street					
Komani					
5319					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	T. Doloni		CONTACT PERSON	U. Malawama	
Tel No.	064 608 0856		Tel No.	045 808 3753	
E-MAIL ADDRESS	Thobani.doloni@ecdsd.gov.za		E-MAIL ADDRESS	Unathi.malawana.@ecdsd.gov.za	
<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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



**Province of The Eastern  
Cape**

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Department of Social  
Development  
NO. 6 EBDEN STREET  
QUEENSTOWN  
5319  
SOUTH AFRICA

## **BID SPECIFICATION DOCUMENT**

**APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SOCIAL RELIEF  
OF DISTRESS  
IN THE FORM OF FOOD PARCELS, MATRASSES AND BLANKETS  
TO FAMILIES AFFECTED BY NATURAL DISASTERS  
WITHIN THE CHRIS HANI DISTRICT  
FOR 12 MONTHS CONTRACT**

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  
CHRIS HANI DISTRICT FOR 12 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, mattresses and blankets to families affected by disaster within the Chris Hani 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, mattresses 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 Twelve (12) 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 5.11 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 the 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 in 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 Chris Hani 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).

## **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 experience in the supply and delivery of food parcels **and** experience in the catering services (copy of signed award letter (s) /copy of signed contract (s) and a corresponding letter (s) from the company / department indicating that services were rendered satisfactory).
- 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**

### 16.3 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	4
4	No Franchise	3
5	Disability	3
6	Locality (Chris Hani District)	6
7	Youth	4
	<b>Total Points for Price &amp; Specific goals</b>	<b>100</b>

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

16.5 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
- Copy of water and lights account from the municipality (Municipal Account, not a councillor'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 50% interests in the JV*

## 17 BID POLICIES, PROCEDURES, TERMS AND CONDITIONS-


In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

17.3 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. ECBD 6.1) in order to be considered for the allocation of preference points.

- 17.4 The Department may, before a bid is adjudicated or at any time during the bidding process or contract period, 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.
- 17.5 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 17.6 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.
- 17.7 Bids submitted through facsimile or e-mails will not be accepted.
- 17.8 No bids will be considered if submitted after closing time.
- 17.9 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- 17.10 The department will not award a contract to a bidder whose tax affairs are not in order.
- 17.11 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a bid to a bidder that is not registered on the CSD.
- 17.12 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 condition of contract.

## 18 DISCLAIMER

- 18.1 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.
- 18.2 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. U. Malawana  
Deputy Director – Corporate Services

02/05/2025

DATE

  
Mr. T. Solani  
District Director – Chris Hani District

02/05/2025

DATE

  
Mr. V. Dlova  
Director - Supply Chain Management

08/05/25

DATE

# 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	Movite 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 Star 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 Dairy 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	

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 CHRIS HANI DISTRICT FOR 12 MONTHS CONTRACT

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 250-00 must be included in the relief parcel			
	Potatoes	7kg	1	
	Carrots (1kg) or Pumpkin (2kg)	1 bag	1	
	Onion	5kg	1	
	Cabbage heads or bunches of spinach	1	3	
Fruit	1 bag of oranges or apples or pears	5 kg	1	
Total Price Excluding VAT				
VAT				
Grand Total Including VAT				

Name of bidder: \_\_\_\_\_

Contact person: \_\_\_\_\_

Sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Company Stamp**



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

Item	Description		Quantity	Price
Blanket	2 Ply Mink Blanket		1	
Mattress	¾ waterproofed mattress		1	
Cooked <b>Vegetable soup</b> and bread	<ul style="list-style-type: none"> <li>2 x cups of soup per person (Imana, Knorrox, Top Class or equivalent in nutritional value)</li> <li>6 slices of brown bread per person</li> </ul>	To be supplied in the morning	1	
Cooked <b>Meaty soup</b> and bread	<ul style="list-style-type: none"> <li>2 x cups of soup per person (Imana, Knorrox, Top Class or equivalent in nutritional value)</li> <li>6 slices of brown bread per person</li> </ul>	To be supplied in the evening	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: \_\_\_\_\_

Company Stamp

## 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 related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

<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.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<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.

## 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. FORMULAR FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

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:

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 procurement clerk)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
HDI Goals	Gender (Women Ownership)	4		
	No Franchise (Black Ownership)	3		
	Disability	3		
Other specific goals (RDP)	Locality (Chris Hani District)	6		
	Youth (Ownership)	4		
	<b>Total</b>	<b>20</b>		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

4.5. 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 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



### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number.....

Closing Time 11:00

Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY <b>** (ALL APPLICABLE TAXES INCLUDED)</b>

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

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

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

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

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

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------------	----------	-------------	--

- Required by:  
.....

- At:  
.....

- Brand and model  
.....

- Country of origin  
.....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s)  
.....

- Period required for delivery  
.....

- Delivery: \*Firm/not firm

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

\*Delete if not applicable

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

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

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

#### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

## 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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

---

<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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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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.

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.

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender		4		
No Franchise		3		
Disability		3		
Locality (Chris Hani District)		6		
Youth		4		
<b>Total Points for Specific Goals</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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## 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;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - 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)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....