Western Cape Government
Health and Wellness
FOR YOU

Department of Health and Wellness
TYGERBERG HOSPITAL
GARREN NOVEMBER
Supply Chain Management
Garren.November@westerncape.gov.za | Tel: 021 938 5269
REFERENCE: TBH 305/2026

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS

BID NUMBER: TBH 305/2026	**CLOSING DATE: 3 December 2026**	**CLOSING TIME: 11:00 AM**

TBH 305/2026: OPEN BID: FOR THE SUPPLY AND DELIVERY OF FRESH MEAT PRODUCTS FOR THE FOOD SERVICES DEPARTMENT AT TYGERBERG HOSPITAL FOR A TWO (2) YEAR PERIOD, EFFECTIVE 1 MARCH 2027 UNTIL 28 FEBRUARY 2029.

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).

BID DOCUMENTS MUST BE POSTED DEPOSITED IN THE BID BOX MARKED **"TENDER BOX"** SITUATED IN:

TYGERBERG HOSPITAL
1ST FLOOR, ADMINISTRATION BUILDING
(OPPOSITE THE SPIRAL STAIRCASE)
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN

The bid box will be accessible Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.

2. You are therefore invited to bid for **OPEN BID: FOR THE SUPPLY AND DELIVERY OF FRESH MEAT PRODUCTS FOR THE FOOD SERVICES DEPARTMENT AT TYGERBERG HOSPITAL FOR A TWO (2) YEAR PERIOD, EFFECTIVE 1 MARCH 2027 UNTIL 28 FEBRUARY 2029**. Prices must be consolidated onto the relevant WCBD3.1/2 forms, as this will serve as the bidder's official offer.

3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official Mr. G November at (021) 938 5269, or email: Tbh.BidsDepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours **Monday to Friday from 07h00 till 15h00, 5 days a week excluding public holidays.**

4. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**

5. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other that indicated on the envelope.

6. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

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	Central Supplier Database
Self-registration	www.csd.gov.za ***(self-registration only)***
Contact email	SCMeProcurement.DOH@westerncape.gov.za

7. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.

8. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

9. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD.** Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document.**

10. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.

11. Bidders must be duly **registered** on CSD at the **closing of the award.**

    ** **"duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, the such supplier will be suspended on the WCSEB.

12. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

13. Please refer to all technical/specification enquiries to Mr G. November on email: Tbh.BidsDepartment@westerncape.gov.za

ACTING DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT
TYGERBERG HOSPITAL
MR. S ADONIS
DATE: 03-11-2026

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PLEASE ENSURE THAT ALL REQUIRED DOCUMENTS ARE INCLUDED IN THE HARD COPY OF THE OFFER SUBMITTED.

TBH 305/2026: OPEN BID: FOR THE SUPPLY AND DELIVERY OF FRESH MEAT PRODUCTS FOR THE FOOD SERVICES DEPARTMENT AT TYGERBERG HOSPITAL FOR A TWO (2) YEAR PERIOD, EFFECTIVE 1 MARCH 2027 UNTIL 28 FEBRUARY 2029.

CHECKLIST	COMPLETED AND INCLUDED
WCBD 1	
SPECIFICATIONS	
WCBD 3.1/ 3.2	
WCBD 4	
WCBD 6.1	
GENERAL CONDITIONS OF CONTRACT	
Bidders are required to submit the following: 1. X1 hand completed hard copy. 2. X1 scanned PDF formatted copy of the hand-completed hard copy on a USB flash drive. The electronic copy is provided for administrative purposes only. In the event of any discrepancy between the hard copy and the electronic copy, the signed hard copy shall prevail. 3. A completed WCBD 3.1, financial pricing schedule, in excel should be saved onto the USB flash drive	
The USB flash drive must be clearly labelled with the bidder's name and the bid number.	

PART A
INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**TBH 305/2026**	**CLOSING DATE:**	**3 December 2026**	**CLOSING TIME:**	**11:00 AM**
DESCRIPTION	**TBH 305/2026: OPEN BID: FOR THE SUPPLY AND DELIVERY OF FRESH MEAT PRODUCTS FOR THE FOOD SERVICES DEPARTMENT AT TYGERBERG HOSPITAL FOR A TWO (2) YEAR PERIOD, EFFECTIVE 1 MARCH 2027 UNTIL 28 FEBRUARY 2029.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT TYGERBERG HOSPITAL					
TYGERBERG HOSPITAL					
1ST FLOOR, ADMINISTRATION BUILDING (OPPOSITE THE SPIRAL STAIRCASE)					
FRANCIE VAN ZIJL DRIVE					
PAROW, CAPE TOWN, 7500					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr G. November**	CONTACT PERSON	**Mr C. Neethling**
TELEPHONE NUMBER	**021 938 5255**	TELEPHONE NUMBER	**ENQUIRIES IN WRITING**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tbh.BidsDepartment@westerncape.gov.za**	E-MAIL ADDRESS	**Tbh.BidsDepartment@westerncape.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

Contractor to initial.....

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, 2022, 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 (WCBD7).**
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 THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
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 BIDDER: .....

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

DATE: .....

Contractor to initial.....

1. **Instructions for Completing Bid Documents**

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	NOTES	
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page.		
4. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
5. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
6. Submit the bid in hard copy		
7. Submit USB for soft copy.		
8. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
9. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
10. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered		
11. **Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process**		
12. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		

Western Cape Government

WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS
TYGERBERG HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

OPENBID: BID FOR THE SUPPLY AND DELIVERY OF FRESH MEAT PRODUCTS FOR THE FOOD SERVICES DEPARTMENT AT TYGERBERG HOSPITAL FOR A TWO (2) YEAR PERIOD, EFFECTIVE 1 MARCH 2027 UNTIL 28 FEBRUARY 2029.

BID NUMBER: TBH 305/2026

NAME OF BIDDING COMPANY.....

NAME OF PRODUCT OFFERED.....

NAME OF BIDDER / CONTACT PERSON .....

CONTACT NUMBER.....**(w)**..... **(cell)**

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE "DETAILS OF OFFER" SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDER

SPECIAL CONDITIONS:

- **HALAAL CERTIFICATE MUST BE IN THE NAME OF THE BIDDER.**
- Prices must be quoted in terms of the unit of measure (UOM)
- **The supplier MUST quote in terms of the Hospital's UOM requirements.**

- Quantities given below are estimated and Tygerberg Hospital reserves the right to procure more or less than the specified quantities. Tygerberg Hospital shall not be subjected to minimum order quantities.
- The price to be ALL inclusive (including VAT and delivery charges)
- Orders will be placed weekly for daily deliveries
- Deliveries must take place at the MAIN KITCHEN (Lower ground, basement) on Mondays to Friday between 07:30 and 10:00am
- It is the service providers' responsibility to inform TYGERBERG HOSPITAL at least 2 working days before the day of delivery, should they not be able to deliver
- In the event that a service provider fails to deliver (perform in terms of the contract), the supplier will be held liable in terms of the General Conditions of Contract (GCC)
- The Hospital reserves the right to request a sample, for evaluation/ testing
- No sub-contracting/third party suppliers will be permitted to supply or deliver the items
- Samples will be requested after closing date & time via email.
- Sample will be expected to be delivered **WITHIN 3-5 DAYS** after requested via email. Delivery date and time will be advised.
- Please note that in some instances, the sample may have to be used in the evaluation process. The Hospital will thus not carry the cost of evaluating/testing the sample and is wholly for the account of the supplier.
- The Hospital will not be obligated to return the sample being evaluated. Unsuccessful suppliers will not be reimbursed for their sample being evaluated.

The following valid documents must be submitted with the bid document:

1. **Halaal certificate:** Products must be Halaal. A current, valid Halaal certificate issued by a recognised Islamic Food certification body (e.g. MJC, ICSA, etc) in the bidder's name.
   - Brands to be specified.
   - Sample to be provided and product should not differ from sample.
2. **In terms of Regulation R638 3(1)(a) and 14(6)(a) dated 22 June 2018 made in terms of the Foodstuffs, Cosmetic and disinfectants Act, 1972 (Act 54 of 1972)**
   - **COA** (A certified copy Certificate of acceptability for Food Premises) issued by an Environmental Health Practitioner in the bidder's name must be submitted.

Failure to submit any of these certificates will deem your offer invalid.

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BIDDERS MUST SPECIFY THE DETAILS OF THEIR OFFERS IN THE COLUMN ON THE RIGHT. IN RESPECT OF PARAGRAPH WHERE THE BIDDER STRICTLY COMPLIES WITH THE SPECIFICATION REQUIREMENT, THE WORDS "AS SPECIFIED" MUST BE INSERTED NEXT TO THE PARAGRAPH. IN CASES WHERE THE BIDDER DOES NOT STRICTLY COMPLY WITH THE SPECIFICATION REQUIREMENT, THE NATURE OF THE DEVIATION MUST BE STIPULATED NEXT TO THE APPLICABLE PARAGRAPH. WHERE THE SPACE IS INSUFFICIENT, THE DETAILS MAY BE ANNEXED BUT MUST BE PROPERLY REFERENCED. SIMILARLY, WHERE THE BIDDER IS REQUESTED TO SUBMIT CERTAIN DOCUMENTATION.		**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
1.	**SCOPE**	
1.1	This specification establishes the requirements for the supply and delivery of fresh meat for the food services department at Tygerberg hospital for a two (2) year period.	
2	**BACKGROUND**	
2.1.1	The required quantities are estimated, and the hospitals reserves the right to increase or decrease the quantities based on hospitals requirements and patient volumes.	
2.1.2	The deliveries should be made on receipt of an official order number, and deliveries should be done to the hospital raising the order.	
2.1.3	Failure to deliver on the order as requested by the hospital will constitute a breach of contract and penalties will be instituted as per the General Condition of Contract (GCC)	
2.1.4	Failure to deliver as required will be viewed in a serious light which will result in breach of contract.	
2.2	**REQUIREMENTS**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
2.2.1	The Bidder shall indicate if offered complies with the stated requirements, by indicating, "**Comply**" or "**Don't comply**" next to the corresponding clauses;	
2.2.2	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;	
2.2.3	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
2..2.4	All responses shall be clear and legible;	
2.2.5	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid;	
2.2.6	Details shall be supplied where asked. This detail shall be considered during the adjudication process	
2.2.7	The Bidder must clearly indicate if their offered product exceeds	

	the stated requirement by noting with proof "Above specification" next to the corresponding clause.	
2.2.8	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer.	
2.2.9	The service provider must be registered on the Central Supplier Database on or before the closing date of this bid	
2.2.10	Submit the bid in hard copy and together therewith, also provide an electronic copy of the complete bid in pdf format on a compact disc or flash drive clearly marked with the bidder's name.	
2.2.11	Bidders must have a footprint within the reason they quote for. In terms of the Department of Agriculture, Forestry and Fisheries as well as The Foodstuff, Cosmetic and Disinfectant Act, 1972(ACT NO.54of 1972), the mass increase of individual chicken portions as a result of such treatment shall not exceed 15% (QUID) and the concentration of the phosphate and food additives in the formulated solution in the final treated poultry.	
2.2.12	Only offers from registered meat suppliers, who's proven core business is the processing, packing and distribution of meat party suppliers will be considered.	
2.2.13	The department reserves the right to conduct inspections of the production process, the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering into a contract. In the event of a deviation being observed, the whole consignment should be rejected.	
3	**SPECIFICATIONS**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
3.1.1	**Beef sausage**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item Description: Beef sausage **Estimated annual volume:** 240 kg in 52 weeks = 12480 **kg** **Quality Requirements:** Beef sausage to comply with Foodstuffs, Cosmetics and Disinfectants Act, 1972. Product to be prepared from combinations of beef cuts to produce acceptable product but not contain head meat or offal (except casing). Portion Size to be **130g raw**. Total meat content to equal at least 75% (lean meat plus fat), cereal and starch products not more than 6% and salt not more than 1.5%. Can include standard herbs, harmless flavorants and permitted food additives. Sausage meat to be blended and filled into appropriately sized natural casing linked and individually portioned. Product traceable to source. No	

	bones, cartilage, blood vessels, glands to be used. Ingredients to be free from genetically modified DNA or GMO specific protein **Product must be Halaal. Halaal Certificate to be submitted.** Brands to be specified. *Sample* to be provided and *product* should not differ from *sample*. ***Appearance*:** Reddish brown colour. Product to be free blood clots, bloody tissue, foreign bodies and extraneous matter. ***Smell*:** Free from "off" odours. ***Taste*:** Free from "off" flavours. Not spicy or strongly flavoured. **Packaging:** Must be clean, in new condition, safe for use with food products and comply with current legislation *Outer*: Clean, protective cardboard (**5 kg**) *Inner*: Clear, covered plastic bags (**1kg**) **Labelling Requirements** Product description, country of origin, consignment no., metric weights, production/pack date, expiry date, storage temperature, ingredient declaration. The labelling requirements should be printed on the packaging or printed on sticker and must be clear to read. **Delivery and storage** The delivery vehicles should be clean and protect the product from risk of contamination. Stored and delivered under refrigerated conditions (0 - 4 °C). Quantity delivered may not exceed quantity ordered and will not be paid for. The delivery of the product must happen before 10h00 on the agreed delivery date. **Shelf-life from Production:** Maximum of 4 days after delivery at 4°C and/or 2 months under frozen conditions at -12°C. **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	
3.1.2	**Beef Silverside Fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item description: Beef Silverside Fresh **Estimated annual volume:** 120 kg in 26 weeks = 3120 **kg** **Quality requirements:** Cattle must not be more than 18 months old. Documentation to be readily available if requested. Carcasses must be in range of 200-350kg. Beef to be cut and packed. Manufacturing process: Beef to be cut and packed no more than 5 days from the day of slaughter. Product must be traceable to source. Silverside must be seamed from the topside and thick flank. All dark and discoloured tissue should be removed. All veins and edges should be	

	removed. Securely tied with string at 2cm intervals. No extra fat to be added or tied to joint. External fat thickness not to exceed 12mm. Products should not be frozen when delivered. All bones, tendons, ligaments, dark and discoloured tissue, veins and ragged edges to be removed. No injected meat will be allowed. Grade A quality and locally produced Products should be fresh (not previously Frozen). **Products must be Halaal. Halaal certificate to be submitted.** Brands must be specified. Sample must be delivered. Products must not differ from sample. **Labelling requirements:** Product description and country of origin, consignment no, metric weights, pack date, expiry date, storage temperature, ingredient declaration. Labelling requirements must be printed on the packaging or printed on sticker and must be clear to read. **Packaging:** Product should be vacuum pack for delivery. Packaging must comply with current regulation. Must be clean, in new condition, safe for use with food products with current legislation. Inner: Clear plastic bags vacuum packed. Outer: Clean protective cardboard.10kg bag. Packaging intact not frozen. **Shelf life:** to 5-7 Days vacuum sealed under refrigerated conditions 0-4°Ċ and 3 months under frozen conditions at -12°Ċ **Delivery and storage:** Delivery should be done in an insulated, closed delivery truck; temperature should not exceed 5°C. Delivery vehicles to be clean and protect product from risk of contamination. Product to be delivered and stored at 0°Ċ to 5°Ċ. Quantity delivered may not exceed quantity ordered and will not be paid for. Delivery of product must happen from Monday to Friday before 10h00 on the agreed **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	

3.1.3	**Beef tongue Fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item description: Beef tongue Fresh **Estimated annual volume:** 10 kg in 52 weeks = 520 **kg** **Quality requirements:** Cattle must not be more than 18 months old. Documentation to be readily available if requested. Beef to be cut and packed no more than 5 days from the day of slaughter. Product should be traceable to source. Dark and discoloured tissue must be removed. External fat thickness not to exceed 12mm. Product traceable to source. Grade A quality and locally produced Products should be fresh (not previously Frozen) when delivered. Brands must be specified. Product must be Halaal. Halaal Certificate must be supplied **Labelling requirements:** Product description and country of origin, consignment no, metric weights, pack date, expiry date, indication of minimum durability, storage temperature, ingredient declaration. Labelling requirements must be printed on the packaging or printed on sticker and must be clear to read. **Packaging:** Product should be vacuum pack for delivery. Packaging must comply with current regulation. Must be clean, in new condition, safe for use with food products with current legislation. Inner: Clear plastic bags vacuum packed. Outer: Clean protective cardboard.10kg bag. Packaging intact not frozen. **Shelf life:** 3 to 5 days in vacuum bags from slaughter at 0-5°C. On delivery: 4 weeks at hospital vacuum and stored at -12°C. **Delivery and storage:** Delivery should be done in an insulated, closed delivery truck; temperature should not exceed 7°C. Delivery vehicles to be clean and protect product from risk of contamination. Product to be delivered and stored at 0°C to 5°C. Quantity delivered may not exceed quantity ordered and will not be paid for.	

	Delivery of product must happen from Monday to Friday before 10h00 on the agreed date. **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	
3.1.4	**Diced Bolo with less than 10% FAT, Fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item description: Diced Bolo with less than 10% FAT, Fresh, Diced Beef 30mmx30mm Diced bolo from suitable cuts of quality beef carcasses **Estimated annual volume:** 500 kg in 52 weeks = 26000 **kg** **Requirements:** Beef to be cut and packed not more than 5 days from day of slaughter. Product traceable to source. All bones, tendons, ligaments, dark and discoloured tissue, veins and ragged edges to be removed. No injected meat will be allowed. Dice into fully separated 30mm cubes. Grade A quality and locally produced Products should be fresh (not previously Frozen). **Products must be Halaal. Halaal certificate to be submitted.** Brands must be specified. Sample must be delivered. Product must not differ from sample. **Appearance:** Diced Bolo must be free from bruises, blood clots, bloody tissue, blood discoloration, exposed spinal cord material or any other conditions which would adversely affect the use of the product. Lean beef must be slightly firm. Colour posses a bright red uniform colour on opening of packs. Product must be free from bad or off odours. **Packaging:** Packaging must comply with current regulation. Must be clean, in new condition, safe for use with food products with current legislation. Inner: Clear plastic bags vacuum packed. Outer: Clean protective cardboard.10kg bag. Packaging intact not frozen.	

	Pack in 10kg batches. Product not frozen when delivered. **Labelling:** Product description and country of origin, consignment no, metric weights, pack date, expiry date, storage temperature, ingredient declaration. Labelling requirements must be printed on the packaging or printed on sticker and must be clear to read. **Delivery and storage:** Delivery should be done in an insulated, closed delivery truck; temperature should not exceed 5°C. Delivery vehicles to be clean and protect product from risk of contamination. Product to be delivered and stored at 0°C to 5°C. Quantity delivered may not exceed quantity ordered and will not be paid for. Delivery of product must happen from Monday to Friday before 10h00 on the agreed date. **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	
3.1.5	**Diced Bolo NO FAT, Fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item description: Diced Bolo NO FAT, Fresh, Diced Beef 30mmx30mm Diced bolo from suitable cuts of quality beef carcasses **Estimated annual volume:** 250 kg in 52 weeks = 13000 **kg** **Requirements:** Beef to be cut and packed not more than 5 days from day of slaughter. Product traceable to source. All bones, tendons, ligaments, dark and discoloured tissue, veins and ragged edges to be removed. No injected meat will be allowed. Dice into fully separated 30mm cubes. Grade A quality and locally produced Products should be fresh (not previously Frozen) when delivered. **Products must be Halaal. Halaal certificate to be submitted.** Brands must be specified. Sample must be delivered. Product	

	must not differ from sample. **Appearance:** Diced Bolo must be free from bruises, blood clots, bloody tissue, blood discoloration, exposed spinal cord material or any other conditions which would adversely affect the use of the product. Lean beef must be slightly firm. Colour possess a bright red uniform colour on opening of packs. Product must be free from bad or off odours. **Packaging:** Packaging must comply with current regulation. Must be clean, in new condition, safe for use with food products with current legislation. Inner: Clear plastic bags vacuum packed. Outer: Clean protective cardboard.10kg bag. Packaging intact not frozen. **Pack in 10kg batches. Product not frozen when delivered.** **Labelling:** Product description and country of origin, consignment no, metric weights, pack date, expiry date, storage temperature, ingredient declaration. Labelling requirements must be printed on the packaging or printed on sticker and must be clear to read. **Delivery and storage:** Delivery should be done in an insulated, closed delivery truck; temperature should not exceed 5°C. Delivery vehicles to be clean and protect product from risk of contamination. Product to be delivered and stored at 0°C to 5°C. Quantity delivered may not exceed quantity ordered and will not be paid for. Delivery of product must happen from Monday to Friday before 10h00 on the agreed date. **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	

3.1.6	**Extra Lean Beef Mince, fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item Description: Extra Lean Beef Mince, fresh **Style or type of product:** Fresh, raw extra lean beef mince. Supplied in 10kg bags. **Estimated annual volume:** 700 kg in 52 weeks = 36400 **kg** **Quality requirements:** This product must be fresh and **not contain more than 5% fat.** The meat used for the preparation of minced meat shall be the fresh, untainted and healthy muscle fiber of beef only. Frozen or cured meat may not be used in preparation of this product. Product should not contain feet, skin, brains, bones, entrails, liver or offal. Should not contain grain products or other fillers, spices or flavouring or preservatives. Product to comply with the "Meat Safety Act 2000 (Act No. 40 of 2000), Red Meat Regulations 2004". Product must be Halaal. Halaal Certificate to be submitted. Brands to be specified. Sample to be provided and product should not differ from sample. **Appearance**: Should have a bright red colour. Product to be free from bruised meat, blood clots, bloody tissue, blood discoloration, exposed spinal cord, and foreign bodies/extraneous matter. **Smell**: Free from "off" odours. **Taste**: Free from "off" flavours. **Packaging:** Product should be vacuum pack for delivery. Must be clean, in new condition, safe for use with food products and comply with current legislation. Outer: Clean, protective cardboard. Inner: Clear, plastic bags. Mince to be packed in 10kg bags. **Labelling:** Product description, country of origin, consignment no., metric weights, pack date, expiry date, storage temperature, ingredient declaration. Labelling requirements must be printed on the packaging or printed on sticker and must be clear to read. **Shelf-life:** Maximum of 2 days after delivery at 0 - 4 °C. **Delivery and storage:** The delivery vehicles should be clean and protect the product	

	from risk of contamination. Stored and delivered under refrigerated conditions (0 - 4 °C). **Microbiological requirements:** The product shall be microbiologically safe for human consumption. No evidence of growth to be detected. The company is to submit a microbiological report from an independent, established laboratory twice a year. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	
3.1.7	**Small Twisted Beef Bangers**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item Description: Small Twisted Beef Bangers **Style or type of product:** Sausage, beef, fresh. Raw Portion – 30 Grams per portion - Individually portioned **Estimated annual volume:** 200 kg in 26 weeks = 5200 **kg** **Estimated annual volume:** 50 kg in 26 weeks = 1300 **kg** **Quality requirements:** Beef sausage to comply with Foodstuffs, Cosmetics and Disinfectants Act, 1972. Product to be prepared from combinations of beef cuts to produce acceptable product but not contain head meat or offal (except casing). Total meat content to equal at least 75% (lean meat plus fat), cereal and starch products not more than 6% and salt not more than 1.5%. Can include standard herbs, harmless flavorants and permitted food additives. Sausage meat to be blended and filled into appropriately sized natural casing linked and individually portioned. Product traceable to source. No bones, cartilage, blood vessels, glands to be used. Ingredients to be free from genetically modified DNA or GMO specific protein **Product must be Halaal. Halaal Certificate to be submitted**. Brands to be specified. Sample to be provided and product should not differ from sample. **Appearance**: Reddish brown colour. Product to be free from blood clots, bloody tissue, foreign bodies and extraneous matter. **Smell**: Free from "off" odours. **Taste**: Free from "off" flavours. Not spicy or strongly flavoured. **Packaging:** Must be clean, in new condition, safe for use with food products and comply with current legislation. Outer: Clean, protective cardboard (**5 kg**)	

	Inner: Clear, covered packed plastic bags (**1kg**) **Labelling Requirements:** Product description, country of origin, consignment no., metric weights, production/pack date, expiry date, storage temperature, ingredient declaration. The labelling requirements should be printed on the packaging or printed on sticker and must be clear to read. **Delivery and storage:** The delivery vehicles should be clean and protect the product from risk of contamination. Stored and delivered under refrigerated conditions (0 - 4 °C). Quantity delivered may not exceed quantity ordered and will not be paid for. The delivery of the product must happen before 10h00 on the agreed delivery date. **Shelf-life:** Maximum of 4 days after delivery at 4°C and/or 1 month under frozen conditions at -12°C. **Microbiological requirements:** The product shall be microbiologically safe for human consumption. No evidence of growth to be detected. The company is to submit a microbiological report from an independent, established laboratory twice a year. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested	
3.1.8	**Vienna's Fresh**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
	Item Description: Vienna's, smoked, fresh. **Style or type of product:** Vienna's, smoked, fresh Raw Portion – ((40-gram portions - 150mm length x 20 mm thick/diameter) x 1kg) x 10Kg bags **Estimated annual volume:** 50 kg in 52 weeks = 2600 **kg** **Quality requirements:** Vienna's to be prepared from combinations of beef/lamb cuts to produce acceptable product but not contain head meat or offal. Vienna meat to be blended and filled into appropriately sized natural casing and individually cut. Product traceable to source. No bones, cartilage, blood vessels, glands to be used.	

	Product must be Halaal. Halaal Certificate to be submitted. Brands to be specified. Sample to be provided and product should not differ from sample. **Appearance**: Light brown in colour and uniform. Product to be free blood clots, bloody tissue, foreign bodies and extraneous matter. **Smell**: Free from "off" odours. **Taste**: Free from "off" flavours. Not spicy or strongly flavoured. **Packaging:** Must be clean, in new condition, safe for use with food products and comply with current legislation. Outer: Clean, protective cardboard (10 kg) Inner: Clear, vacuum-packed plastic bags (1kg packets) **Labelling Requirements:** Product description, country of origin, consignment no., metric weights, production/pack date, expiry date, storage temperature, ingredient declaration. The labelling requirements should be printed on the packaging or printed on sticker and must be clear to read. **Delivery and storage:** The delivery vehicles should be clean and protect the product from risk of contamination. Stored and delivered under refrigerated conditions (0 - 4 °C). Truck temperature to be 5°C. Delivery must be fresh. Quantity delivered may not exceed quantity ordered and will not be paid for. The delivery of the product must happen before 10h00 on the agreed delivery date. **Shelf-life:** Maximum of 4 days after delivery at 4°C and/or 2 months under frozen conditions at -18°C **Microbiological requirements:** The product shall be microbiologically safe for human consumption. The company is to submit a microbiological report from an independent, established laboratory, if requested. E. Coli 1 types and pathogenic bacteria shall be absent in any one gram of the product. Nutritional Analysis to be provided, if requested.	

4	THE COMPANY MUST PROVIDE THE FOLLOWING DOCUMENTS	REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.1	Halaal certificate: Products must be Halaal. A current, valid Halaal certificate issued by a recognised Islamic Food certification body (e.g. MJC, ICSA, etc) for meat products. The Halaal Certificate must be registered in the bidder's name for the products that are being provided.	
4.2	COA (A certified copy Certificate of acceptability for Food Premises) issued by an Environmental Health Practitioner must be submitted. Failure to submit this certificate will invalidate an offer. The COA must be registered in the name of the bidder. Kindly note: the certificate of registration should indicate and be within the regulation R638 published on the 22 June 2018, which replaced the R962 of 2012.	
4.3	QUALITY CONTROL: HACCP certificate (Hazard Analysis Critical Control Points). The contractor shall implement and operate a system of assured safe catering based on HACCP which includes laboratory testing for bacteria on the contractor's cost in the bidder's name or manufactuer.	
5	**GENERAL REQUIREMENTS:**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
5.1	Meat must be fresh (never previously frozen), Grade-A quality, and locally produced. Imported products will not be accepted.	
5.2	Fresh meat must be lean (without inherent fat) or defatted (with the excess external fat trimmed).	
5.3	Meat must be free from disease and have a mild, clean smell. Strong, foreign, or putrid odours must not be present.	
5.4	No undeclared foreign matter (meat or ingredients) may be added to processed meat products.	
5.5	No injected meat will be allowed.	
5.6	The products shall be vacuum-packed immediately after portioning to prevent bacterial contamination.	
5.7	Meat must be packed in transparent vacuum-sealed plastic bags (food grade) in the weights range stipulated above, labelled on the packaging with the local brand (where applicable), product description, production date, weight, and the "Best before date" or "Sell by date" (shelf-life) of the product. These dates must be valid for at least 6-9 months after delivery.	
5.8	If at any time after the initial commencement of the agreement, the quality of the products no longer meets the specification criteria, the agreement can be cancelled in terms of paragraph 23 of the General Conditions of Contract.	
6	**SERVICE PROVISION REQUIREMENTS:**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW Add comments or attachments as required"**
6.1	A Sample of each of the various beef products should be supplied on request to the Food Service Department at the bidder's expense. (Product to be supplied must not differ from samples). Also, a clear picture of the box packaging must be submitted	

	showing the, 5kg, 10kg boxes indicating expiry date stickers on the side or front. This print can accompany the sample delivery.	
6.2	Brands need to be specified.	
6.3	Any applicable laws pertaining to the food processing industry will also form part of this bid.	
6.4	Tygerberg Hospital reserves the right to inspect the premises of the successful supplier on a random basis.	
6.5	Labelling must comply with the food labelling regulation Foodstuff, Cosmetics, and disinfectant Act 1972 (Act 52 of 1972). Outer product description, country of origin, consignment number, metric weight, pack date and expiry date must be clearly visible, health mark (where appropriate), storage temperature, an indication of minimum durability and ingredient declaration.	
6.7	Only Reputable brands will be accepted and if the brand is not known the hospital reserves the right to request samples for evaluation and testing. On brands acceptable comply with GN R504, foodstuffs cosmetics and disinfectant act 1972(Act of 1972) relating to the fortification of certain foodstuffS.	
6.8	Products must be traceable to the source; ingredients should be free from genetically modified DNA or GMO specific protein.	

7	**DELIVERY REQUIREMENTS:**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW Add comments or attachments as required"**
7.1	Food items and non-food items are not to be delivered in the same truck. Random vehicle inspection will be done to ensure compliance with Legislation on transportation of food stuff legislation GN732/JUL02. Failure to do so will result in immediate cancellation and given to second best bidder.	
7.2	Transportation of meat must be compliant with legislation GN No.R.1125 of 8 August 2003 Regulations governing general hygiene requirements for food premises and the transportation of food.	
7.3	The delivery truck will be subject to inspection by Hospital officials on a random basis.	
7.4	Deliveries to the Food Service Department at Tygerberg Hospital must happen from Monday to Friday before 10h00 on the agreed date as requested on ordering.	
7.5	Delivery should be done at least once every week. The day would be agreed between the supplier and the contract manager. The Hospital may order more than once a week if there are any urgent requirements, if quantities, as specified in our specification, depletes the company MUST not deliver unless there is an expansion approved by the delegated official.	
7.6	The potential suppliers must either have based in Cape Metro or have a distribution network within the metro. The reason for this is to ensure there is a consistent supply of required goods.	
7.7	Companies outside Cape Metro to provide delivery agreements between the potential contractor/supplier and the distributor.	
8	**PENALTIES**	**REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
The following breaches will constitute a 1% penalty of the monthly fee, per occurrence		
8.1	Deliveries must be made on time and as per bid specification	
8.2	Is the contractor reasonable and responsive to the institution's needs	
8.3	The quality of food to remain the same as samples submitted. The contractor will be penalised based on the following food quality attributes: • Appearance (size, shape, colour) • Texture • Flavour (odour and taste)	

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9	NEGOTIATIONS	REPLY: COMPLY/DON'T COMPLY IN THE BOXES BELOW Add comments or attachments as required"
9.1	The Department Health and Wellness reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery should it be deemed necessary.	
10	**PERFORMANCE MONITORING**	
10.1	Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections take place regularly to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site.	
11	**GENERAL**	
Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health & Wellness. The Western Cape Department of Health & Wellness reserves the right, in its sole discretion:		
11.1	To amend the bid process, closing date or any other date at its sole discretion	
11.2	To cancel the bid or any part of the bid before the bid has been awarded	
11.3	Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department	
11.4	Not to award the bid to the highest points or lowest price, To reject all responses submitted and to embark on a new bid process	
11.5	To withdraw any services from the bid process	
11.6	To terminate any party's participation in the bid process	
11.7	or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party	
11.8	To extend or expand the contract on written request from the Department	
11.9	Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,	

EVALUATION OF BIDS

- This bid will be evaluated in the following phases;
  - Phase 1: Compliance with the bid requirements
  - Phase 2: Compliance with the bid specifications
  - Phase 3: Sample Evaluation
  - Phase 4: Preferential procurement evaluation/Price

- **Phase 1: Compliance with the bid requirements**
  - ➢ This evaluation is based on compliance with the SCM requirements which include, among others registration on the Central Supplier Database, submission of bids on time, and submission of all required documents completed.
  - ➢ Bids that fail to meet the requirements will be disqualified from further evaluation at this stage.

- **Phase 2: Compliance with the bid specifications**
  - ➢ Bids that fail to meet the bid specification requirements will be disqualified from further evaluation at this stage.

- **Phase 3: Sample Evaluation:**
  - ➢ Bidders who are compliant to Phase 1 and Phase 2 evaluation will be invited to submit samples of their offers for evaluation.
  - ➢ The Department will notify the bidders giving them at least 3-5 working days to submit the samples. The samples should be supplied on request at the bidder's expense and will not be returned to the supplier. Samples should be delivered at the correct location and time (this will be at Tygerberg Hospital premises).
  - ➢ The evaluation will be done by at least four (4) duly appointed Evaluation Committee Members.
  - ➢ The evaluation will be done as per the Sample evaluation criteria below. Offers that score at least an average of Score 2 or above will be considered acceptable. An average score of less than Score 2 will be considered unacceptable.

Score 3 – Good (Meets expectations)	Score 2 – Fair (Fairly meets expectation)	Score 1 – Poor (does not meet expectation)

- **Phase 3: Preferential procurement evaluation/ Price**
  - ➢ The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.
  - ➢ TBH reserves the right to award either per line or per basket, depending on what is most practical and financially most feasible, at its sole discretion.

Tygerberg Hospital reserves the right to conduct an unannounced site visit of the distributor/warehouse/manufacturer before and during the contract period.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

Name of bidder:	**Bid Number: TBH 305/2026**
Closing Time: 11H00	**Closing date: 3 December 2026**

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

Guidance in Completing the Pricing Schedule

- *Please complete the unit price cost of the item as well as the Annual cost (Qty X Unit cost). The cost should be VAT inclusive. The unit cost and the total shall be used for preferential procurement evaluation.*
- *The Department reserves the right to extend the contract at its discretion and should the Department elect to extend the contract, the price offered shall be binding.*

TYGERBERG HOSPITAL

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY PER ANNUM*	YEAR 1	YEAR 2
1	**BEEF SAUSAGE, FRESH**	1 kg*	R..... price per kg**	R..... price per kg**
		12 480 kg*	R..... Total per kg**	R..... Total per kg**
2	**BEEF SILVERSIDE, FRESH**	1 kg*	R..... price per kg**	R..... price per kg**
		3 120 kg*	R..... Total per kg**	R..... Total per kg**
3	**BEEF TONGUE, FRESH**	1 kg*	R..... price per kg**	R..... price per kg**
		520 kg*	R..... Total per kg**	R..... Total per kg**
4	**DICED BOLO WITH LESS THAN 10% FAT, FRESH**	1 kg *	R..... price per kg**	R..... price per kg**

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		26 000 kg*	R..... Total kg value**	R..... Total kg value**
5	DICED BOLO WITH NO FAT, FRESH	1 kg*	R..... price per kg**	R..... price per kg**
		13 000 kg*	R..... Total kg value**	R..... Total kg value**
6	EXTRA LEAN BEEF MINCE, FRESH	1 kg*	R..... price per kg**	R..... price per kg**
		36 400 kg*	R..... Total kg value**	R..... Total kg value**
7	SMALL TWISTED BEEF BANGERS	1 kg*	R..... price per kg**	R..... price per kg**
		6 500 kg*	R..... Total kg Value**	R..... Total kg Value**
8	VIENNAS, SMOKED, FRESH	1 kg*	R..... price per kg**	R..... price per kg**
		2 600 kg*	R..... Total kg value**	R..... Total kg value**
GRAND TOTAL (Item 1-8 total per annum amounts, added together)			YEAR 1	YEAR 2
			R..... Total kg value**	R..... Total kg value**
			Total per annum**	Total per annum**
GRAND TOTAL (brought forward) YEAR 1 + YEAR 2 (including VAT) All prices must include VAT and Delivery			R_____	

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Required by: **FOOD SERVICES DEPARTMENT**

- At

TYGERBERG HOSPITAL
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN
7500

- Brand and model .....
- Guarantee period .....
- 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, import tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.

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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. **Note that Pt must always be the original bid price and not an escalated price.**
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..... used).	=	Index figure obtained from new index (depends on the number of factors
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.)	*P 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

PROVINCIAL GOVERNMENT WESTERN CAPE
DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).

3. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

a) a right or entitlement to share in profits, revenue or assets of an entity;
b) a real or personal right in property;
c) a right to remuneration or any other private gain or benefit, or
d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:
Any person who directly or indirectly-

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

"entity" means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's –

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –
a provincial department or provincial public entity listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)"** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -
Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
   a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
   (i) resigned as an employee of the government institution or;
   (ii) cease conducting business with an organ of state or;
   (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
   a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

10. 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.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

SECTION A: DETAILS OF THE ENTITY

CSD Registration Number	*MAAA*
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION *(Where a director is a shareholder, both shouldbe confirmed)*	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

Contractor to initial.....

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. *(Indicate if not known)*

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

Contractor to initial.....

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibitedfrom doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in termsof section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register forTender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)*	NO	YES

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past fiveyears in a court of law (including a court outside the Republic of South Africa)?		NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

Contractor to initial.....

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, ...hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I understand the content of the document;

iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....**DULY**

AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER: .....

1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER: .....

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

. SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address:

.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

Contractor to initial.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

---

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

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

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;

1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** 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;

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 **"proof of B-BBEE status level contributor"** means-

(a) The B-BBEE status level certificate issued by an authorized body or person;
(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 **"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;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

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

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points will be awarded the contract.**

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and
(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20 **or** ~~**90/10**~~

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$ or ~~$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$~~

Where:
Ps = Points scored for price of bid under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 **or** ~~**90/10**~~

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

$$Ps = 90\left(1 - \frac{Pt - P\,max}{P\,max}\right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level of Contribution .....= ..... **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10.DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number:.....

10.4 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

[SELECT APPLICABLE ONE]

10.5 **I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:**

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

(f) The purchaser may, in addition to any other remedy it may have –
  (i) disqualify the person from the bidding process;
  (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  (ii) 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; and
  (iii) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): .....

DATE: .....

ADDRESS: .....

.....

WITNESSES:

1. .....

2. .....

1 I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:
(i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:
- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r I as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned		**Level One** (135% B-BBEE procurement recognition)	
More than 51% Black owned		**Level Two** (125% B-BBEE procurement recognition)	
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.		b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.		d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5.The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

_____

Commissioner of Oaths signature & stamp

Contractor to initial.....

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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General Conditions of Contract

1. Definitions

1. 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 supplier, 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 supplier 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 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 supplier 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 supplier and not involving the supplier'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.

Contractor to initial.....

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 supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing 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.

1.17 "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 supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

25.3 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful 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 supplier'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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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 Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 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 supplier.

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 analyzed 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier 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 supplier 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 supplier, 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 (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

17. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier 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 supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier 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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 supplier'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 supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier 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 goods 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.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier 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 Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 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 supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the

enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the

opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or

otherwise insolvent. In this event, termination will be without compensation to the supplier, 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.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.

27.2 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 supplier 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier 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 supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier 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.

29. Governing language

29.1 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.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier 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

31.2 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.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.