forestry, fisheries & the environment
Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Nedbank Building, 63 Strand street, Private Bag PO Box 4390, Cape Town office, 8000

REQUEST FOR QUOTATION OF GOODS AND SERVICES

RFQ NO: DFFEQ 279 FOOD SANAE 2026 (26/27)

IMPORTANT INFORMATION FOR CONSIDERATION BY SUPPLIERS

NOTE 1: RFQ INSTRUCTION

a) *Tenderers are required to use this Request for Quotation (RFQ) Form when quoting and include VAT per item (where applicable), and the quotation must be on your company's letterhead including correct banking details should also be included on the quotation.*

b) All quotations received RFQCT@dffe.gov.za after the closing date and time at RFQCT@dffe.gov.za will N**OT** be accepted for consideration.

c) For quotations with a Rand value up to R1 000 000, the preference point system of **80/20** will apply, where **80** points will be for (Price) and **20** points will be for **Specific Goals** (more than 50% ownership by either Black People, Women or People living with Disability) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 of 2000), If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must submit a consolidated BBB-EE certificate in the name of joined entities in order to claim points for specific goals.

d) DFFE reserves the right to request additional information to validate any information submitted by bidders, including preference points claimed.

e) Unless specifically stated by DFFE in the specification, all received prices must be firm until the required goods or services are delivered to the specified location. ***No price adjustment will be accepted, except those that are subject to the rate of exchange.***

NOTE 2: PREFERENTIAL POINT SYSTEM

For bidders to claim preference points, the following must be adhered to;

a) Submit a complete and signed SBD 6.1, which is used for claiming specific goals.

b) Submit a Medical Certificate signed by a medical practitioner with a practice number when claiming for disability.

c) Submit a SANAS/ Companies and Intellectual Property Commission (CIPC) Accredited B-BBEE certificate or sworn affidavit indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination on the basis of race, gender, or

d) Submit ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)

e) CSD Registration Report or MAAA. number.

f) Failure on the part of a tenderer to submit proof or document required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.

NOTE 3: TAX LEGISLATION

a) Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

b) Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.

c) SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

NOTE 4: DFFE'S RESERVATION

DFFE reserves the right to:

a. Perform due diligence during the evaluation of quotations on information submitted by tenderers.

b. NOT to appoint any tenderer.

- *Tenderers must indicate delivery timelines and quotation expiry date (**Unless otherwise stated, quotations will be deemed valid for a period of 90 days from the date the RFQ closes**)*
- *Tenderers are required to duly complete and sign the **SBD 4**, **SBD 6.1** forms, respectively.*
- DFFE reserves the right to negotiate prices with the preferred t*enderers* in line with the legislative requirements.

In a case where there are pictures and or brand names on the specification, tenderers must note that those pictures are for illustration purposes, and similar or equivalent brand specifications will be accepted by the Department.

SUPPLIER DETAILS (TO BE COMPLETED BY THE USER)

SUPPLIER NAME:			
TEL NO:		**EMAIL ADDRESS:**	
CENTRAL SUPPLIER DATABASE (CSD) NUMBER			
ATTENTION TO:			

*Any reference to the words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

DATE REQUESTED:								
SERVICE/GOODS DELIVERY ADDRESS	Department of Forestry Fisheries & Environment, East Pier1 Building, V&A Waterfront, Cape Town							
SUBMIT QUOTATION TO THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES								
ATTENTION TO:	Andiswa Charlie							
TEL NO:	021 493 7149	**EMAIL ADDRESS:**	RFQCT@dffe.gov.za					
CC EMAIL ADD:								
CLOSING DATE: 01/12/2026 (Quotations to be advertised for at least 7 days)		**CLOSING**	**TIME**	**1**	**1**	**H**	**0**	**0**

MANDATORY REQUIREMENTS (YES/NO)		**Proof Attached (to be completed by DFFE)**	
Professional registration:	**YES**		
Submit the Food Premises Certificate issued by the Municipality, in the name of the bidding company	**YES**		
The above mandatory requirements will apply, and bidders must submit the requested requirements indicated above with the RFQ documents at the closing date and time of the RFQ. Bidders who fail to comply with any of the mandatory requirements will be disqualified and will not be evaluated further.			

NO	BRIEF DESCRIPTION OF ITEM(S)/ SERVICE(S) REQUIRED:	UNIT OF ISSUE (BOX/ ITEM)	QUANTITY OF ITEM(S)
	QUOTATION REQUEST OF FOOD FOR ANTARCTIC ISLAND 2026 VOYAGE		
	(SEE ATTACHED CONTINUATION SHEET, ANNEXURE B)		

Note: All delivery costs and all applicable taxes, includes value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies, must be included in the bid price for delivery at the prescribed destination.

NB: The service provider must submit a valid quotation as per the above guideline on his/ her letterhead reflecting the item descriptions, validity, banking details, contact details and CSD MAAA number.

NB: No goods/ services should be delivered before an official order is received from the Department of Forestry, Fisheries and the Environment.

- **Failure to deliver goods within the agreed timelines might result in an order being cancelled and possible inclusion on the Database of Restricted suppliers by the National Treasury**

ANNEXURE B

1. INTRODUCTION AND BACKGROUND

1.1 The Department of Forestry, Fisheries and the Environment (DFFE) is responsible for the management of South Africa's interest in the Southern Ocean and Antarctica. In support of this, the DFFE, Directorate: Southern Oceans and Antarctic Support is periodically undertaking

annual relief voyages in the Southern Oceans to the Marion and Gough Islands and Antarctica to conduct research, carry out maintenance on the base's infrastructures, replenishment of all stocks and supplies (food, fuel, etc.) and the changeover of over-wintering expedition teams that have an all-year-round presence at the research stations.

1.2 During the expeditions, the availability of **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products** is required for consumption by the persons occupying the research bases.

1.3 The food is divided into categories i.e., **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products.** All items in a particular category must be priced, or else a bidder will not be considered.

2. OBJECTIVES

2.1 The objective of the service is to ensure the availability of **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** for Antarctic Island relief voyage to be undertaken beginning December 2026. The Service Provider/s will be required to deliver these **Bulk Dry Food Ingredients and Frozen Foods including Bread and Dairy Products** in November 2026 or as and when requested by the Department.

3. SCOPE AND EXTENT OF WORK

3.1 The Department seeks to appoint service provider/s to ensure that the **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** are supplied according to specifications, packaged correctly, and clearly labelled. All frozen foods must be kept in a frozen state at a temperature not higher than -18 degrees Celsius.

3.2 All **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products shall be** delivered and offloaded into the warehouse at the Department's premises located at East Pier Road, V&A Waterfront, Cape Town. The products must be of high quality to withstand the harsh

conditions experienced in the island. This remote location are near pristine in nature and control and prevention of alien species is a major priority. To this end, all packaging material and specifications are to be fully complied with.

4. EXPECTED DELIVERABLES / OUTCOMES

4.1 Supply and deliver **Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products** to the SANAP Warehouse situated at East Pier Building, V&A Waterfront, Cape Town within 10 days after receipt of the official purchase order. At all times adhere to the quantities and portion sizes (***e.g. Large Eggs dipped in oil Unit size Dozen x quantity 270=270 dozen***) as referred to on the food list. Any deviation from the quantities or portion sizes should be proactively communicated, substantiated with a written confirmation from the manufacturer/retailers for consideration and approval by the Department.

All food items (For example, canned products, poultry, fish, milk and dairy products, bread, fruit, vegetables, coffee, tea, jams, and other ingredients used in the preparation of food) shall conform to the current:

4.1.1 SABS,

4.1.2 Agricultural product standards and other relevant standards.

4.1.2 ISO 22000 certification or a similar quality system is required.

4.2 Ensure all Bulk Dry Food Ingredients and Frozen Foods including Bread, Dairy Products and the Fruit & Veg supplied to the DFFE are of high quality and allow for quality control inspection by the DFFE or its appointed delegate.

4.3 All Bulk Dry Food Ingredients and Frozen food items should have an expiry date of more than 14 months from the date of delivery. Should an item's specified shelf life from the manufacturer be less than the required 14 months, then the batch production date should not be earlier than 2 months from the date of delivery.

4.4 The Department reserves the right to reject deliveries that do not meet the required shelf-life specifications. Any non-compliance should be accompanied by a letter from the manufacturer/s confirming the shelf life of that item.

4.5 Ensure that the premises comply with all relevant government regulations regarding hygiene and health standards of South Africa. The premises shall be maintained in an acceptable hygienic condition to the satisfaction of DFFE or an approved representative.

4.6 Keep their store/facility clean and free of insects and plant propagules, open foodstuffs, and rubble. The facilities may be subjected to inspection by DFFE environmental control officers or their appointed delegates.

4.7 Ensure deliveries are made such that all goods may be received and stored during DFFE working hours (08:30 – 15:00) unless otherwise approved in writing.

4.8 Provide the necessary manpower during delivery for offloading and sorting and ensure that the necessary care is taken to avoid transferring undesired potential contaminants into the DFFE storage facility.

4.9 Replace damaged or expired items due to negligent or incorrect delivery on the part of the service provider/s at their own expense within 3 days of receipt of written notification.

4.10 Submit with each delivery, fully updated delivery notes of all items delivered to the DFFE, and items replaced.

4.11 Ensure that sufficient time is allocated for a preliminary batch inspection of each delivery and a list of non-compliant items is recorded immediately and replaced within 3 days.

4.12 Ensure that the appropriate cold chain is maintained up to delivery of the refrigerated and frozen food items to the DFFE stores.

5. PRODUCT PACKAGING SPECIFICATIONS

5.1 THE FOLLOWING PACKAGING IS PROHIBITED DUE TO ENVIRONMENTAL CONSIDERATIONS:

- Polystyrene beads, chips, or
- Similar forms of packing, e.g., small pieces of plastic

5.2 THE FOLLOWING PACKAGING MUST BE MINIMISED:

- Other forms of polystyrene that are not mentioned above.
- Corrugated cardboard and Plastic strapping

6. TRANSIT, DELIVERY, STORAGE AND HANDLING

6.1 During transit, delivery, storage, and handling of all frozen and refrigerated products, from the service provider to the DFFE a cold chain shall be maintained.

- Product during transit delivery and storage must have a core temperature of –18°C or lower.
- Transportation of frozen foods shall take place in a refrigerated vehicle provided by the service provider/s.

6.2 During off-loading and handling of frozen foods conducted by the service provider/s, any delays should be reduced to a minimum to prevent an increase in product temperature.

6.3 The transport shall be maintained in an acceptable hygienic condition to the satisfaction of DFFE or an approved representative.

FOOD REQUEST FOR GOUGH ISLAND BASE 2026 VOYAGE

No.	ITEM DESCIPTION	PACKAGING		
		IN GRAMS	MIL	QUANTITY
	Cereals			
1	Flakes, All Bran (Kellogg's / Equivalent)	500		**60**
2	Flakes, Corn (Kellogg's / Equivalent)	500		**50**
3	Mielie Meel (Ace / Equivalent)	1000		**100**
4	Oats Jungle/Tiger (Or Equivalent)	1000		**30**
5	Pro Nutro - Assorted	500		**60**
6	Rice Crispies (Kellogg's / Equivalent)	400		**20**
7	Mielie Meel Braaipap (Snowflake/Equivalent)	2500		**50**
8	Muesli (All Fruit And Original)	750		**50**
	Pasta And Rice			
9	Barley	500		**10**
10	Lasagne Sheets	250		**50**
11	Macaroni, Dry	500		**20**
12	Ribbon Noodles	500		**20**
13	Screw Noodles	500		**40**
14	Two Minute Noodles (All Flavours) Maggie/Equivalent	73/68		**100**
15	Spaghetti, Dry	500		**40**
16	Popcorn Mealies	500		**10**
17	Rice (Parboiled, Long Grain (Tastic/Equivalent)	2000		**25**
18	Rice Brown	2000		**20**
19	Rice Jasmine	2000		**10**

20	Rice Basmati	2000		**30**
21	Couscous (Original)	500		**20**
	Legumes			
22	Red Kidney Beans	500		**20**
23	Split Peas	500		**20**
24	Samp	1000		**50**
25	Sugar Beans	500		**60**
26	Lentils Red	500		**30**
27	Lentils Brown	500		**10**
28	Lentils Green	500		**30**
	Chutneys			
29	Fruit Hot - Mrs Balls / Equivalent	470		**60**
30	Fruit Original - Mrs Balls / Equivalent	470		**60**
	Pickles			
31	Atchar (Variety)	400		**50**
32	Gherkins (Whole)	375		**40**
33	Olives, Black	200		**30**
34	Olives, Green	200		**10**
35	Onions Cocktail Asst.	200		**20**
36	Onions Pickled (Variety)	400		**30**
37	Peppadews (Variety - *including Hot Sweet Piquante*)	400		**40**
38	Jalapeno Chillies (Variety)	400		**40**
	Sauces			
39	Bar B.Q.		375	**80**
40	Salad Dressing, French *or Greek or Italian or Blue Cheese*		340	**30**
41	Mayonnaise similar to 'Cross & Blackwell'	380		**150**
42	Mustard		500	**50**

43	Peri-Peri *(Lemon&Herb and/or Medium)*		250	**80**
44	Soya		250	**60**
45	Tabasco (Red/Green/*Garlic Pepper*)		60	**60**
46	Tomato Sauce similar to 'All Gold'		700	**100**
47	Vinegar, Brown		750	**50**
48	Vinegar, White		750	**20**
49	White Sauce Powder Knorr Or Equivalent	1000		**20**
50	Worcestershire		250	**60**
51	Sweet Chilli		375	**80**
52	**Biscuits**			
53	Bacon Kips	200		**30**
54	Choice Asst.	200		**60**
55	Snacktime	400		**50**
56	Nutti-krust (Bakers)	200		**50**
57	Eat-Sum-More (Short Bread)	200		**80**
58	Lemon Creams	200		**80**
59	Provita	500		**50**
60	Romany Creams	200		**80**
61	Rusks, Whole Wheat (0r Other flavours)	450		**20**
62	Rusks, Buttermilk	450		**80**
63	Salty Crax	200		**10**
64	Tennis Biscuits	200		**80**
65	Pretzels (Variety)	150		**50**
66	Ginger Biscuits	200		**50**
67	Marie	225		**50**
68	Choc Chip Cookies	250		**50**
	Chips, Potato And Other			
69	Chips similar to Big Corn Bites Assorted	120		**60**

70	Chips similar to Doritos *Assorted*	125		**60**
71	Chips similar to Simba Assorted	125		**80**
72	Chips similar to Lays Assorted	125		**80**
73	Chips similar to Niknaks (Variety)	135		**80**
74	Chips similar to Cheese Curls	150		**70**
	Sweets			
75	Sparkles	125		**50**
76	Jelly Babies	400		**100**
77	Liquorice All sorts	400		**50**
78	Marshmallow Beacon	150		**60**
79	Chocolate sweets similar to Quality Street or Regal	400		**50**
80	Fruit Chews Maynard's	125		**50**
81	Eclairs Chocolate	230		**50**
82	Endearmints	100		**50**
	Chocolates (Similar or Equivalent to Cadbury)			
83	Dairy Milk	80		**70**
84	Fruit & Nut	80		**90**
85	Dream	80		**80**
86	Top Deck	80		**70**
87	Mint Crisp	80		**100**
88	Whole Nut	80		**150**
	Dairy Products, Other (Longest Available Expiry Date)			
89	Cremora Powder - similar to NESTLE / Equivalent	**500**		**100**
90	Milk, Condensed Sweetened	385		**70**
91	Milk, Ideal - evaporated	380		**50**
92	Milk, Powder Full Cream	500		**30**
93	Milk, Long Life Full Cream (EverFresh/Clover)		1000	**800**

94	Milk, Long Life 2% **/ Low Fat** (Ever Fresh/Clover)		1000	**600**
	Fats & Oils			
95	Oil Cooking-similar to Crispa		20 000	**20**
	Eggs			
96	Eggs, Powder (Yellow)	500		**20**
97	Eggs, Powder (White)	500		**20**
	Eggs, Large, Dipped in Oil - per DOZ	per Doz		**200**
	Drinks			
98	Hot Chocolate	500		**20**
99	Energy Drink (similar to GAME, Assorted Flavours)	720		**100**
100	Coca Cola Syrup		20 000	**2**
101	Cocoa Powder (for baking)	250		**10**
102	Filter Coffee *(Variety)*	250		**50**
103	Ricoffee Instant	750		**70**
104	Nescafe Classic Coffee	200		**50**
105	Cappuccino	180		**0**
106	High Protein Drink similar to Future life/Horlicks	500		**10**
107	Milo	500		**20**
108	Halls Concentrate, Assorted		1250	**50**
109	Juice Tomato (Cocktail)		200	**0**
110	Lemon Juice Pure		500	**50**
111	Soda Stream Syrup Assorted		440	**60**
112	Soda stream Refill cylinder (model 60)	400g CO2		**30**
113	Powdered Drink (similar to Nesquik Assorted Flavour)	500		**20**

114	Squash Lime (Rose's)		750	**40**
115	Squash Orange (Brookes)		2000	**50**
116	Squash Passion, *Naartjie, Cocopine, Lemon, other* (Brookes)		2000	**50**
117	Tea Bags Five Roses	250		**50**
118	Tea Bags Rooibos	200		**50**
119	Fruit Long Life Juice, Variety (Ceres)		1000	**200**
	Extracts & Spreads			
120	Anchovy Paste	125		**50**
121	Cheese Spread Assorted Flavours	250		**40**
122	Marmite	125		**40**
123	Bovril	125		**20**
124	Peanut Butter Similar to Black Cat	400		**50**
125	Sandwich Spread, *Assorted*	250 **(270)**		**50**
126	Stock Cubes Assorted	pack of 12's x 10g		**20**
	Fish Canned			
127	Light Meat Tuna (Shredded) In Brine *or Vegetable Oil*	170		**50**
128	Tuna Tins Savoury / Assorted	185		**50**
129	Pilchards In Tomato Assorted	400		**100**
130	Sardines Tins*, Assorted*	120		**20**
131	Smoked Oysters	85		**50**
132	Smoked Mussels*, Assorted*	85		**50**
	Flavouring			
133	Essence Assorted		40	**60**

134	Colouring Food Asst.		30 **(40)**	**50**
	Levelling Agents			
135	Acid Tartaric	12		**20**
136	Baking Powder	50		**50**
137	Bicarbonate Of Soda	14		**40**
138	Cream Of Tartar	12		**50**
139	Yeast Dried	10		**100**
140	Bisto	250		**20**
	Seasonings			
141	Curry Powder Asst.	100		**80**
142	Coconut	500		**20**
143	Garlic, Flakes *or Granules*		100	**50**
144	Ginger, Fine */ Ground*	50		**20**
145	Meat Tenderiser		100	**25**
146	Mustard, Powder	100		**20**
147	Origanum, Dried		100	**20**
148	Pepper, Black, Corns With Grind Top		100	**30**
149	Pepper, Black, Fine */ Ground*		100	**50**
150	Pepper, White		100	**20**
151	Peri - Peri		100	**30**
152	Salt, Garlic	100		**50**
153	Salt, Table, Iodised In Plastic Container	500		**50**
154	Salt, Coarse	500		**30**
	Spices			
155	Bar B Q		100	**80**
156	Bay Leaves	100		**20**
157	Chicken		100	**80**
158	Cinnamon, Ground		100	**20**

159	Cloves, Ground		100	**20**
160	Cloves, Whole	50		**10**
161	Coriander, Whole */ Coarse*	100		**10**
162	Fish		100	**40**
163	Ginger, Whole	40		**20**
164	Herbs Mixed		100	**50**
165	Garlic And Herbs		100	**50**
166	Aromat Seasoning	1000		**20**
167	Nutmeg, Whole		100	**10**
168	Nutmeg, Fine		100	**10**
169	Paprika		100	**30**
170	Parsley		100	**30**
171	Rosemary		100	**30**
172	Sage		100	**30**
173	Spice Mixed		100	**50**
174	Steak And Chop		100	**80**
175	Sweet Basil		100	**20**
176	Thyme		100	**20**
177	Tumeric		100	**20**
178	Cumin		100	**10**
179	Masala		100	**30**
	Flour (Longest Available Expiry Date)			
180	Corn (Maizena)	500		**30**
181	Flour, Self-raising	500		**100**
182	Flour, Cake	1000		**50**
183	Flour, Bread, White	2500		**50**
184	Flour, Bread, Brown	2500		**50**
185	Flour, Whole Wheat	2500		**50**
186	Digestive Bran/ Wheat Bran	350		**15**

187	Linseed	250		**10**
188	Sesame Seed	250		**10**
	Canned Fruit - Similar to Koo			
189	Apple	385		**50**
190	Cherry, Red */ Black / Maraschino*	720		**50**
191	Fruit Salad *or Fruit Cocktail*	410		**150**
192	Grape Fruit	410		**50**
193	Guavas, Halves	825		**50**
194	Peaches, Halves	825		**150**
195	Pears, Halves	410		**100**
196	Pineapples, Rings	825		**100**
	Dried Fruit Safari Similar to Safari/Messaris			
197	Apple Rings	125		**20**
198	Currants	250		**10**
199	Dates (For Baking Only)	250		**10**
200	Fruit Bars Assorted	250		**30**
201	Peaches	250		**40**
202	Pears	250		**40**
203	Prunes	250		**50**
204	Raisins	500		**20**
205	Mango	100		**40**
206	Sultanas	**250 or** 500		**10**
207	Mixed Fruit	500		**40**
	Nuts – Mesarris or equivalent			
208	Cashew, Salted	300		**40**
209	Nuts, Mixed	500		**50**
210	Peanuts, Salted	450		**40**

211	Peanuts And Raisins	450		**50**
212	Pecans	100		**50**
	Tinned Meat			
213	Beef, Corned, Pure, Bullbrand / Similar	300		**50**
214	Chicken Breyani with Rice *(Breyani / equivalent)*	380		**40**
215	GAMMON Specenham Or Similar	450		**80**
216	Meatballs And Spaghetti	410		**50**
217	Beef, Mince*, Vegetable or* Vegetable Curry *(Breyani or equivalent)*	410		**40**
218	Pork Corned Meat */ Picnic Ham*	300		**80**
219	Vienna in Brine (Bull Brand/Similar)	390		**50**
	Puddings			
220	Caramel Treat	360		**50**
221	Christmas Pudding	400		**50**
222	Custard, Powder	500		**50**
223	Instant Assorted Pudding	90		**30**
224	Jellies Assorted	80		**100**
225	Sago	500		**10**
226	Self-saucing Hot Sponge Puddings */ Chocolate Saucy Pudding*	510		**30**
227	Hundreds And Thousands	75		**80**
228	Vermicelli	25		**30**
229	Muffin Mix (All Variety)	500		**60**
	Soups - Similar to Heinz			
230	Chicken Tins	400		**30**
231	Mushroom, Tins	400		**100**
232	Royco Brown Onion	45		**100**
233	Royco Asst. Pkts	45		**60**
234	Royco Cup Of Soup Pkts*, Assorted*	80		**30**

235	Tomato Tins -	400		**50**
236	Vegetables Tins - *Variety*	400		**100**
	Jams			
237	Apple, Jelly *or Mint*	155		**25**
238	Apricot, Smooth	900		**20**
239	Fig	450		**10**
240	Honey	500		**70**
241	Marmalade	450 **or 460**		**20**
242	Peach	900		**50**
243	Strawberry	450		**30**
244	SYRUP, GOLDEN (Illovo Plastic Bottles)	1000		**60**
	Sugar Huletts / Similar			
245	Sugar, Brown	2500		**20**
246	Sugar, Castor	500		**10**
247	Sugar, White	2500		**70**
248	Sugar, Icing	500		**50**
249	Sugar, Brown	500		**20**
	Canned Vegetables Similar to Koo/All Gold			
250	Asparagus (All Gold / Koo)	410		**50**
251	Beans, Green (All Gold / Koo)	410		**50**
252	Beans, Haricot / Butter (All Gold / Koo)	410		**100**
253	Beans, In Tomato (Baked) (All Gold / Koo)	410		**100**
254	Beetroot (All Gold / Koo)	405		**70**
255	Carrot in Curry	400		**80**
256	Corn, Kernel, Whole (All Gold / Koo)	410		**60**
257	Corn, Sweet, Cream (All Gold / Koo)	415		**40**

258	Mushrooms, Creamed Denny */ Cheese Sauce*	300		**100**
259	Mushrooms, In Brine*, Pieces or Sliced* Denny	285		**50**
260	Mushrooms, Whole */ Button* Denny	285		**100**
261	Peas (All Gold / Koo)	410		**20**
262	Tomato, Paste (All Gold / Koo)	100		**70**
263	Tomato, Puree (All Gold / Koo)	410		**20**
264	Tomato, Whole (All Gold / Koo)	400		**80**
265	Vegetables, Mixed (All Gold / Koo)	410		**50**
266	Chick Peas	410		**50**
267	Tomato & Onions (Mix)	410		**130**
	Dehydrated Foods			
268	Onions	100		**50**
269	Potato Powder (Smash, *Variety flavours*)	104		**50**
	Dairy Products			
270	Margarine Soft (Tubs) Rama or similar	500		**150**
271	Butter (Unsalted)	500		**80**
272	Meadowland Cream		1000	**30**
273	Cheese, Cottage (Different Flavours)	200		**50**
274	Cheese, Cheddar, Similar To "Elite"	230		**150**
275	Cheese, Mozzarella	240		**100**
276	Cheese, Sweet milk, Gouda, Similar To "Elite"	230		**200**
277	Melrose Cheese Cubes (Variety)	200		**50**
	Bread			
278	Brown, Loaves (Similar To Blue Ribbon)	700		**200**
279	White, Loaves (Similar To Blue Ribbon)	700		**200**
280	Whole-wheat, Brown, Loaves (Similar To Blue Ribbon)	700		**100**
	Pies Frozen			
281	Chicken And Mushroom Mammas / Equivalent	24's		**10**

282	Cornish Mammas / Equivalent	24's		**5**
283	Pepper Steak Mammas / Equivalent	24's		**10**
284	Sausage Roll Mammas / Equivalent (Beef or Chicken)	50's		**9**
285	Steak And Kidney Mammas / Equivalent	24's		**10**
286	Samosas-Beef Mince	50's		**2**
287	Samosas-Chicken	50's		**2**
288	Spring Rolls	50's		**2**
	Fresh Fish - Sea Harvest / I&J			
289	Haddock, Smoked, Frozen	500		**70**
290	Hake, Frozen	600		**100**
291	Kingklip, Frozen	600		**100**
292	Sea Harvest, Batter Portion (Plain)	500		**50**
293	Calamari(Rings)	500		**40**
294	Smoked Snoek	500		**30**
295	Mild Cure Snoek Whole	1000		**50**
	Frozen Vegetables			
296	Baby Marrows (Similar To McCain) / Marrow Roundels	1000		**60**
297	Potato Sweet (Similar To McCain)	1000		**20**
298	Beans, Sliced (Similar To McCain)	1000		**50**
299	Broccoli (Similar To McCain)	1000		**50**
300	Carrots, Baby (Similar To McCain)	1000		**50**
301	Cauliflower (Similar To McCain)	1000		**35**
302	Chips (Oven) (Similar To McCain)	1000		**150**
303	Potato Wedges (Similar To McCain)	2500		**100**
304	Country Mixed (Similar To McCain)	1000		**100**
305	Peas (Similar To McCain)	1000		**70**
306	Spinach (Similar To McCain)	1000		**100**

307	Stir Fry: Hawaiian Mix (Similar To McCain) or Asian	1000		**60**
308	Pumpkin (Similar To McCain)	1000		**50**
	Ice Cream - Aylesbury / Nestle Country Fresh or Similar			
309	Chocolate		5000	**30**
310	Mint Chocolate		2000	**15**
311	Rum And Raisin		2000	**20**
312	Strawberry		5000	**20**
313	Vanilla and Blueberry		5000	**40**
	NB. Export Quality Fruit and Vegetables	**Package**	**Kg**	
	FRUITS			
314	Apples Granny Smith Box (18kg)	Box	18	**10**
315	Grapefruit Pocket (15kg)	Pocket	15	**3**
316	Lemons Pocket (6kg)	Pocket	6	**3**
317	Oranges Pocket (6kg)	Pocket	6	**10**
318	Pears Box (12kg)	Box	12	**10**
319	Pineapples Box (10kg)	Box	10	**5**
320	Watermelons X-large Each (10-12kg)	Each	10 to 12	**8**
	VEGETABLES			
321	Garlic Bag (1kg) (12,5kg)	Bag	1	**5**
322	Gem Squash Pocket (10kg)	Pocket	12,5	**10**
323	Onions Pocket (10kg)	Pocket	10	**20**
324	Potatoes (washed) Pocket (10kg)	Pocket	10	**40**
325	Pumpkin Pocket (10kg)	Pocket	10	**8**
326	Tomatoes Case (6,4kg)	Case	6,4	**8**
327	Carrots Bag (10kg)	Bag	10	**8**
328	Garlic Crushed Tub (1kg)	Tub	1	**20**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ..……
Signature Date

…… ……
Position Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

b) The **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…….. **SIGNATURE(S) OF TENDERER(S)** **SURNAME AND NAME**: …….. **DATE:** …….. **ADDRESS**: …….. …….. …….. ……

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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.

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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 any thing 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.

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.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the 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.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 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 (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise 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 fulfillment 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.

18. Contract amendments

18.1 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 willful 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.