

Province of the  
**EASTERN CAPE**  
HEALTH

SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU3-20/21-0228-CPE	CLOSING DATE:	27 January 2021	CLOSING TIME:	11h00
DESCRIPTION	Supply and delivery of Fresh Products (Vegetables and Fruit) at Livingstone and PE Provincial Hospitals for a period of 36 months.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Health – Livingstone Tertiary Hospital					
Second Floor, Nurses Home Building- Bid Box – Opposite Room 238					
Standford Road					
Korsten-Port Elizabeth 6041					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Valentine Coetzee / Mr Kevin Jooste / Ms Thandi Mnabisa		CONTACT PERSON		
TELEPHONE NUMBER	041-405 2424 / 405 2320 / 405 2183		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thandi.mnabisa@echealth.gov.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

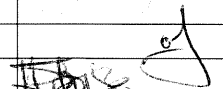
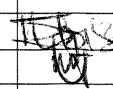
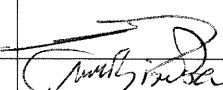
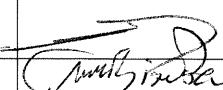
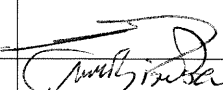
		3-12-2020
		03-12-2020
		2/12/2020
		03/12/2020
		03/12/2020

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

		3-12-2020
		03-12-2020
		03/12/2020
		03/12/2020
		03/12/2020

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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: .....

		3.12.2020
		03-12-2020
		03/12/2020
		03/12/2020
		03/12/2020

## 1. TABLE OF CONTENTS

Invitation to Bid (SBD 1)

**Part 1 – Conditions of Bid**

**Part 2 – Conditions of Contract and Operational Requirements**

**Part 3 – Bid Strategy**

**Part 4 – Specifications**

**Part 5 - Bid Forms and related documentation**

**Schedule A-** General conditions of Contract

**Schedule B-** Pricing Schedule (SBD 3.1)

**Schedule C-** Declaration of Interest (SBD 4)

**Schedule D (I) -** Declaration of Bidder's Past SCM Practices (SBD8)

**Schedule D (ii) -** Certificate of Bid Determination (SBD9)

**Schedule E-** Qualifications and experience

**Schedule F-** Organization type

**Schedule G-** Organizational Structure

**Schedule H-** Details of Bidder's nearest office

**Schedule I-** Financial Particulars

**Schedule J-** Preference Points Claim Forms (SBD 6.1)

## 2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>Eco</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>○ The cover page and the table of content and definitions</li><li>○ Part 1 which details the Conditions of Bid;</li><li>○ Part 2 which details the Conditions of Contract and Operational Requirements;</li><li>○ Part 3 which details the bid strategy</li><li>○ Part 4 which details the Specification relating to the Technology / Services</li><li>○ Part 5 which contains all the requisite bid forms and certificates;</li></ul> As read with GCC– <i>General Conditions of Contract</i>
<b>Goods</b>	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

		3-12-2020
		03-12-2020
		02-12-2020
		03/12/2020
		03/12/2020

**PART 1**  
**Conditions of Bid**

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

The Department intends to engage suitably qualified suppliers for supply and delivery of Fresh Products at Livingstone Tertiary Hospital (Livingstone and PE Provincial hospitals) for a period of 36 months.

**2. OFFER AND SPECIAL CONDITIONS**

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 **All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

**3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

**4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

**5**

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

## 5. BID BRIEFING

- 5.1 **A non-compulsory bid briefing meeting will be held on the 10th of December 2020 at Nurses Lounge, Ground Floor, Nurses Home Building, Livingstone hospital, PE @10h00.**
- 5.2 The purpose of the briefing meeting shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the Service.
- 5.3 Bidders attending bid briefing session will be required to sign attendance register.
- 5.4 **Bidders will be required to sign the attendance register on the date of the briefing meeting and certificate of attendance which will be submitted with the bid. Signature of these documents will constitute proof of compliance with this condition.**

## 6. PRICING

- 6.1 The bidder must submit details regarding the bid price for Goods/Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.
- 6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**
- 6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule B.

## 7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

## 8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule D (I)

## 9. CERTIFICATE OF BID DETERMINATION

Bidders must complete the declaration and sign accordingly to sub with the bid the Declaration of Bid Determination attached as Part 5 – Schedule D (ii).

		3-12-2020
	03-12-2020	03-12-2020
	03-12-2020	03-12-2020
	03/12/2020	03/12/2020

## 10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information that is reference letter together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

## 11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

## 12. CONSORTIUM/JOINT VENTURE

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

12.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDOH) and receive instructions for and on behalf of any and all the members of the consortium;

12.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

## 13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

**14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

**15. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars (three months bank statement) should be submitted together with the bid on the form attached as Part 5- Schedule I. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

**16. PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule J contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

**17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**18. ACCEPTANCE OF BIDS**

The Eco does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Department of Health (ECDOH), of certain requirements which the ECDOH), considers to be of minor importance and not complied with by the bidder.

**19. NO RIGHTS OR CLAIMS**

- 19.1 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 State, the Eastern Cape Department of Health (ECDOH). The Eastern Cape Department of Health (ECDOH) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to

		3-12-2020
	RECEIVED	03-12-2020
	my	03-12-2020
		03/12/2020
		03/12/2020



any party. 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.

- 19.2 Neither the State, the Eastern Cape Department of Health (ECDOH), nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

## **20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

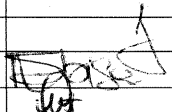

- 20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Eastern Cape Department of Health (ECDOH).
- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

## **21. ACCURACY OF INFORMATION**

- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Eastern Cape Department of Health (ECDOH) nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **22. COMPETITION**

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

		3-12-2020
		03/12/2020
		03/12/2020

- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

### 23. RESERVATION OF RIGHTS

- 23.1 Without limitation to any other rights of the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to: -
- 23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 23.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.5 Award the bid to more than one bidder.

### 24. EVALUATION CRITERIA

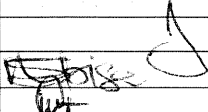

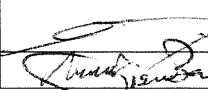
#### 24.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: Price and B-BBEE Points

The stages are further detailed below

#### 25. Stage 1: Administrative Compliance/ Pre-qualification evaluation

- 25.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for Eco to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by Eco in order to determine whether a bid complies in this regard.
- 25.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 25.2.1 reject the Bid in question and not to evaluate it at all;

		3-12-2020
		03-12-2020
		03-12-2020
		03/11/2020
		03/12/2020

- 25.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

**26. The following Pre-qualification criteria shall apply:**

- 26.1 The bid documentation must be completed comprehensively and correctly.
- 26.2 Declaration forms (SBD 4, 8, 9) must be completed and signed.
- 26.3 Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register.
- 26.4 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.5 Bidders must have provided supporting documentation as per the bid requirements.

**Prospective bidders are required to submit the following documentation for quality for Administrative compliance;**

#	<i>Requirement</i>	<b>Complied</b>	
		<b>YES</b>	<b>NO</b>
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
G	Declaration Certificate for Local Production and Content (SBD 6.2)		
H	Bid Briefing Session Certificate/ Signed Briefing Attendance Register		
I	Company registered in South Africa (Registration documents attached)		
J	JV agreement ( if applicable)		

**11**

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

**NB: Failure to comply with the above pre-qualification will invalidate the bid and the bid will not be evaluated further.**

## **27. Stage 2: Functionality Evaluation**

27.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation.

The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of **24 points** out of 40 points to proceed to the next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

### **FUNCTIONALITY EVALUATION SCORING**

**Bidder must obtain a minimum threshold of 24 points out 40 points to proceed to the next stage.**

**A bidder who scores less than 24 points will not be considered further.**

ITEM	CRITERIA	SUB-CRITERIA	Documentary Evidence	Weight
<b>1</b>	<b>Previous experience provided in South Africa:</b>	Score		
<b>1</b>	Resource availability within the Eastern Cape Province relating to delivery vehicles to provide the required service to ECDOH.	Delivery vehicle relevant to the requirements of the Specification  No vehicle = 0 points  1 and above = 23 points	Vehicle registration papers/ agreement letter From the hiring company	<b>23</b>
<b>2</b>	LOCAL ECONOMIC DEVELOPMENT (LED)	Within Nelson Mandela Bay = 15 points  Sarah Baartman = 10 points  Eastern Cape = 7 points  Out of Province (Eastern Cape) = 0 points	Municipal account (an affidavit which includes a confirmation from the Local Councilor)/ Lease agreement	<b>17</b>
<b>TOTAL</b>				<b>40</b>

**12**

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

NOTE:

**A bidder that scores less than 24 points out of 40 points with respect to functionality will be regarded as submitting a non-responsive bid and will be disqualified.**

**28. Stage 3: Price and Preference Evaluation**

28.1. Responsive bids which comply to the 1<sup>st</sup> stage functionality evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Procurement Regulations. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

**N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

28.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidders will score 0 out of maximum of 20 points for B-BBEE.

28.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

28.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

28.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered

		3-12-2020
		03-12-2020
		03-12-2020
		13/12/2020
		03/12/2020

auditor, accounting officer (as contemplated in section 60(4) of the close corporation act, 1984) (act no 69 of 1984) or an accredited verification agency will be considered for preference points.

- 28.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 28.7 The total points scored will be rounded off to the nearest 2 decimals.
- 28.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 28.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 28.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 28.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## PART 2

### Conditions of Contract and Operational Requirements

#### 1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDOH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

#### 2. FEES AND CHARGES

- 2.1 Prices shall be firm for the first 6 months, year 2 and year 3 prices will be subjected to CPI reviewed half yearly.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Eco shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

15

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

### 3. BRAND NAME

Bidders must state the brand name offered on the pricing schedule (SBD 3.2)

### 4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

**4.1 The ECDOH's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDOH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

**4.2 Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDOH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

**4.3 Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDOH, co-operate fully with such persons.

**4.4 Regulations and statutes** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

#### 4.5 Compliance with procedures.

It is recorded that during the currency of the contract the ECDOH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

4.7 Should the ECDOH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDOH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

**4.8 Contractor's procedures** The contractor shall, upon receipt of written request from the Eco or its appointed Technical Support Manager at **the relevant Institution**

Provide the Eco with copies of all contractor's operating procedures and processes relating to the Services;

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020



- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDOH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDOH at such intervals as Eco may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

**10.5 Results of checks, audits and surveys** ECDOH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDOH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

## 11. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

## 12. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

## 13. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDOH (or any other authorized authority) and then only to a person and to the extent approved by the ECDOH or such authority and upon such terms and conditions as the Eco or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDOH for the performance of the Services.

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

### PART 3

#### BID STRATEGY

#### **THE BID CALLS FOR SUPPLY AND DELIVERY OF FRESH VEGETABLES AND FRUIT FOR TWO INSTITUTIONS THAT IS LIVINGSTONE AND PORT ELIZABETH PROVINCIAL HOSPITALS FOR A PERIOD OF 36 MONTHS**

- The Eastern Cape Department of Health (ECDOH) – Livingstone Tertiary Hospital has two institutions (Livingstone hospital site and PE provincial site) based in Nelson Mandela Bay. The Department intends to allocate the contract to one supplier for both hospitals for a period of 36 months.
- The bid will be awarded to one supplier for each category/ group of items for supply and delivery to the two the institutions (Livingstone and PE Provincial hospital).
- The successful bidder will be requested to deliver the goods ordered directly to where the goods are required.
- The contract is rate / item price based and will be utilized on an as and when required principle.
- If the supplier does not deliver after 6 months, there must be a reserve bidder (2<sup>nd</sup> highest) to render the service that can be approached to take over the contract.
- The institutions/hospitals are as follows:

#### **INSTITUTIONS**

<b>LIVINGSTONE HOSPITAL</b>	<b>PORT ELIZABETH PROVINCIAL HOSPITAL</b>
<ul style="list-style-type: none"> <li>▪ Stanford Road, Korsten, Port Elizabeth</li> </ul>	<ul style="list-style-type: none"> <li>▪ Buckingham Road, Mount Croix, Port Elizabeth</li> </ul>

20

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

## SCOPE OF WORK

- The suppliers will be requested to deliver the groceries ordered as per delivery schedule(s)
- Delivery addresses will be provided to the suppliers.

**DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF FRESH PRODUCTS**

- We hereby declare that we, \_\_\_\_\_ (name of the bidder), have the capacity and capability to supply and deliver fresh products in all categories tendered for.
- SIGNATURE OF BIDDER: .....

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020

PART 4

SPECIFICATION

Bid No.	SCMU3-19/20-0379-LDH
Bid Description	SUPPLY AND DELIVERY OF FRESH VEGETABLES AND FRUIT FOR TWO INSTITUTIONS THAT IS LIVINGSTONE AND PORT ELIZABETH PROVINCIAL HOSPITALS FOR A PERIOD OF 36 MONTHS

**SPECIFICATION FOR SUPPLY AND DELIVERY OF FRESH VEGETABLES**

Category	Item and physical requirements	Packing and transportation	Compliance Yes / No	Deviation
<b>FRESH VEGETABLES</b>	<b>Beetroot</b> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- Should be fresh, well developed and firm, fairly clean and have no woody fibers</li> <li>- Should have a regular shape and be free from secondary roots or damage caused by cracks, sprouts, cuts or any other factors</li> <li>- Should not have leaves</li> <li>- Size must be medium to large for easy handling</li> </ul>	<p>Beetroot should be packed in suitable packing for each type, transparent plastic bags</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<b>Gem squash</b> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> </ul>	Gem squash should be packed in suitable packing for each type, mesh bags.		

22

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

	<ul style="list-style-type: none"> <li>- Should be round, green and firm</li> <li>- Should be free from cracks</li> <li>- Should have the same cultivar characteristics and be firmly uniform in size</li> <li>- Size must be medium to large for easy handling</li> </ul>	<p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Potatoes</b></p> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- Should have an attractive appearance, be well formed and free from soil or sprouts</li> <li>- Should not be damaged by insects or diseases or in any other way</li> <li>- Should be free from decomposition or decay, hollow heart, defective, wilted and foreign matter</li> <li>- Should have no greening and not wilted or watery</li> <li>- Not be affected by nut grass, other plants, or</li> </ul>	<p>Potatoes should be packed in suitable packing for each type, mesh bags.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

	<p>brown fleck and be malformed</p> <ul style="list-style-type: none"> <li>- Size must be medium to large for easy handling</li> </ul>			
	<p><b>Onion</b></p> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- Should be well developed, dry, firm and clean and have approximately the same size and colour</li> <li>- Free form dry leaves, long stems and roots, thick neck, loose bracts, seed stems or sprouts</li> <li>- Size must be medium to large for easy handling</li> </ul>	<p>Onion should be packed in suitable packing for each type, mesh bags.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Cucumber</b></p> <ul style="list-style-type: none"> <li>- English cucumber should be supplied</li> <li>- Should be fresh - bright green and not old or shriveled</li> <li>- Should be fully grown to be cut into slices</li> <li>- Should have a dull and smooth appearance, no nodules if present are not noticeable, well filled out to</li> </ul>	<p>Cucumber should be packed in suitable packing for each type, perforated box.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean</p>		

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

	both ends and give in to slightest pressure of the thumb. The seeds must be fairly hard and the marrow flesh watery	delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C	
	<ul style="list-style-type: none"> <li>- Must be individually wrapped</li> </ul>		
	<b>Lettuce</b> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- The heads should be fresh, clean, crispy, well formed, firm (the inner leaves compacted in the shape of a heart) and not folded or loose.</li> <li>- The outer protective leaves should be badly damaged.</li> <li>- The lettuce should not have a bitter taste.</li> <li>- Should not have two heads or show any outward signs of seed stems.</li> <li>- The stalk should be cut off directly beneath the outer leaves</li> </ul>	<p>Lettuce should be packed in suitable packing for each type, perforated box.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>	
	<b>Tomatoes</b> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- Should be well formed, firm, clean, without</li> </ul>	Tomatoes should be packed in suitable packing for each type, perforated box.	

25

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020
			03/12/2020

	<p>blemishes, decay and without internal cavities</p> <ul style="list-style-type: none"> <li>- In every batch it should be of the same cultivar</li> <li>- characteristics and fairly uniform in size</li> <li>- The tomatoes should not be overripe or too green</li> </ul>	<p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Fresh parsley</b></p> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- Should be fresh, clean, not withered</li> <li>- It should be of the same cultivar characteristic, have good colour and fairly uniform in size</li> <li>- Should be packed in bunches in clear plastics bags packed in perforated boxes</li> </ul>	<p>Fresh parsley should be packed in suitable packing for each type, perforated box.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Green pepper</b></p> <ul style="list-style-type: none"> <li>- Choice grade should be supplied</li> <li>- In every batch it should be of the same cultivar</li> </ul>	<p>Green peppers should be packed in suitable packing for each type, perforated box.</p>		

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020



	characteristic, have good colour and fairly uniform in size - It should be clean, fresh, firm, in good condition and not overripe	The labeling must reflect the product name, weight, grade, nutritional information, expiry date and the inspection mark.  The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C	
--	--	---	--

**PRICE SCHEDULE: Fresh Vegetables**

Category	Item	Mass control	Cost Price
Fresh vegetables	Beetroot	10kg bag	
	Gem squash	± 8 kg bag	
	Potatoes	10kg bag	
	Onion	10kg bag	
	English cucumber	each	
	Lettuce	Box of 12 heads	
	Tomatoes	5kg box	
	Fresh parsley	bunch	
	Green pepper	5kg box	
	<b>TOTAL COST PRICE</b>		

27

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

### Manufacturing conditions and compliance with regulations

The premises should comply with all laid down State and local authority regulations with regard to hygiene and health standards. HACCP standards should be adhered to. All food delivered in terms of a contract will be subject to inspection and approval by inspectors of Directorate of Plant and Quality Control of the Department of Agriculture, Forestry and Fishery or any assignee in terms of section 2(3)(a) of the Agricultural Product Standards Act, 1990, or medical health officers, where and when available, at the dispatching or delivery points

The company manufacturing pre – cut vegetables at its own cost once a year submit to the directorate: nutrition a microbiological report from an independent SANAS approved laboratory of types of pre – prepared vegetables and will be required to provide such proof during inspection(s) of premises

Fruits must be when delivered comply with the specifications for Class 2 as set out in the Government Notices, as amended

The products must be microbiological fit for human consumption

### General conditions

Products should be delivered at the time determined by the receiving officer; on receipt of order number the Service Provider must confirm quantities and delivery date & time with respective hospital Food Service Manager  
The Service Provider will be informed of the any unsatisfactory results discovered during monitoring and will be offered a period for correction of identified unsatisfactory services, failure to correct may lead to termination of the contract

### SPECIFICATION FOR SUPPLY AND DELIVERY OF FRESH FRUIT

Category	Item and requirements	physical	Packing and transportation	Compliance Yes / No	Deviation
FRESH FRUIT	Apples				
	- Choice grade – medium size		Apples should be packed in suitable perforated box.		
	- Clean, crispy, well formed		The labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date and the inspection mark.		
	- Must be virtually free from dry-core rot, water care and core bluish				
	- Must be virtually free from bitter pit lentil				

28

			3-12-2020
			03-10-2020
			03-11-2020
			03/12/2020
			03/12/2020

	<p>pitting, hail marks, sunburn, skin stains</p>	<p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Pears</b></p> <ul style="list-style-type: none"> <li>- Choice grade – medium size.</li> <li>- Should be clean, well-formed, mature and of uniform size</li> <li>- Should be free from sunburn, hail, skin cracks, skin punctures and any other stains and physiological disorders</li> <li>- The flesh should be firm and the fruit should not be overripe or too green</li> </ul>	<p>Pears should be packed in suitable perforated box.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date and the inspection mark.</p> <p>The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C</p>		
	<p><b>Bananas</b></p> <ul style="list-style-type: none"> <li>- Choice grade – medium size.</li> <li>- Should be of the same size and maturity.</li> <li>- The flesh should be firm and the fruit should not be overripe or too green</li> </ul>	<p>Bananas should be packed in perforated boxes.</p> <p>The labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date and the inspection mark.</p>		

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

		The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C		
	<b>Oranges and naartjies</b> <ul style="list-style-type: none"> <li>- Choice grade – medium size</li> <li>- Should be mature and of the same cultivar</li> <li>- Free from cracks, visible hail marks or skin damage.</li> <li>- Free from damage caused by frost and not be dry when cut open (granulation)</li> <li>- Free from disease known as greening disease</li> </ul>	Oranges / naartjies should be packed in a mash bag  The labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date and the inspection mark.  The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C		
	<b>Plums, peaches, nectarine</b> <ul style="list-style-type: none"> <li>- Choice grade – medium size</li> <li>- Clean, well-formed and uniform in size</li> <li>- Free from skin cracks, skin punctures, over ripeness and stains.</li> <li>- Free from hail marks that noticeably affect the</li> </ul>	Plums, peaches, nectarine should be packed in single-layers in suitable containers  The labeling must reflect the product name, weight, grade, nutritional information, expiry / best before date and the inspection mark.		

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

	quality and attractive appearance of the fruit detrimentally - It should be of the same quality, cultivar, ripeness, size and colour	The product should be transported in a cool, ventilated, closed and clean delivery vehicle, at the time of delivery the temperatures should be at 5 – 6°C	
--	---	---	--

#### PRICE SCHEDULE: Fresh Fruit

Category	Item	Mass control	Cost Price
Fresh fruit	Apples – Yellow	Box of 100 (12.5kg)	
	Apples – Red	Box of 100 (12.5kg)	
	Apples – Green	Box of 100 (12.5kg)	
	Pears	Box of 80	
	Banana	18.5 - + 20kg box	
	Oranges	6kg bag	
	Naartjies	6kg bag	
	Plums	Tray of 25	
	Peaches	Tray of 25	
	Nectarine	Tray of 25	
	<b>TOTAL COST PRICE</b>		

#### Manufacturing conditions and compliance with regulations

All food delivered in terms of a contract will be subject to inspection and approval by inspectors of Directorate of Plant and Quality Control of the Department of Agriculture, Forestry and Fishery or any assignee in terms of section 2(3)(a) of the Agricultural Product Standards Act, 1990, or medical health officers, where and when available, at the dispatching or delivery points

31

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

The company manufacturing pre – cut vegetables at its own cost once a year submit to the directorate: nutrition a microbiological report from an independent SANAS approved laboratory of types of pre – prepared vegetables and will be required to provide such proof during inspection(s) of premises  
 Fruits must be when delivered comply with the specifications for Class 2 as set out in the Government Notices, as amended  
 The products must be microbiological fit for human consumption

**General conditions**

Products should be delivered at the time determined by the receiving officer; therefore on receipt of order number the Service Provider must confirm quantities and delivery date & time with respective hospital Food Service Manager  
 The Service Provider will be informed of the any unsatisfactory results discovered during monitoring and will be offered a period for correction of identified unsatisfactory services, failure to correct may lead to termination of the contract

Please take note of the following:

All prices must be vat inclusive if VAT VENDOR.

Compiled by ..... Date.....

Approved by ..... Date.....

			32
			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020

PRICING SCHEDULE – NON FIRM PRICES  
(PURCHASES)

**NOTE:** PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.  
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

- Required by: .....
- At: .....
- .....

33	
	3-12-2020
	03-12-2020
	03-12-2020
	03/12/2020
	03/12/2020

Brand and model

Country of origin

Does the offer comply with the specification(s)?

\*YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

\*Delivery: Firm/not firm

Delivery basis

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

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

**\*Delete if not applicable**

34

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020



PRICE ADJUSTMENTS

ON-FIRM PRICES SUBJECT TO ESCALATION

**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**

**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 e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

35

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020



				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

37

			3-12-2020
			03-12-2020
			03-12-2020
			03/12/2020
			03/12/2020

**Part 5 – Schedule A**  
**Government Procurement**  
**General Conditions of Contract**

---

**Annexure A**

**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 (GCC) 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
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services

**38**


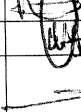
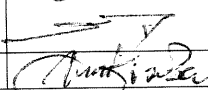
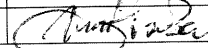
		3-12-2020
		03-12-2020
		03-12-2020
		3/12/2020
		03/12/2020

14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 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.

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

- 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 sub Service Providers) 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.

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

- 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](http://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,

**41**

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

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.

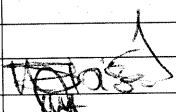
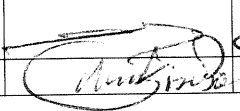
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of 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**

		3-12-2020
		03-10-2020
		03-12-2020
		03/12/2020
		03/12/2020



## 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 Service Provider 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

43

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

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:

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03-12-2020

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 Sub Service Provider(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

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

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.

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

47

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03/12/2020

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.

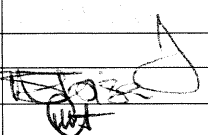
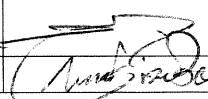
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, 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 accrued hereafter 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.
- 28.1 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

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03-12-2020

- (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

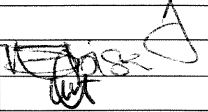
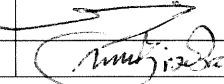
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted 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

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03-12-2020

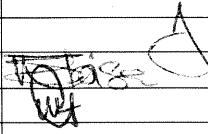

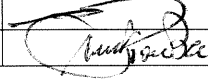

agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

obtained by the  
the purchaser  
possible  
No.89 of

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence purchaser, has / have engaged in the restrictive practice referred to above, may refer the matter to the Competition Commission for investigation and imposition of administrative penalties as contemplated in the Competition Act 1998.

Competition  
in addition  
for such  
restrict the  
a period not  
contractor(s)

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Commission of the restrictive practice referred to above, the purchaser may, and without prejudice to any other remedy provided for, invalidate the bid(s) item(s) offered, and / or terminate the contract in whole or part, and / or bidder(s) or contractor(s) from conducting business with the public sector for exceeding ten (10) years and / or claim damages from the bidder(s) or concerned.

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03/12/2020

- (d) national Assembly or the national Council of provinces; or  
(e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....  
Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

52

		3-12-2020
		03-12-2020
		03-12-2020
		03-12-2020
		03-12-2020



2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

### 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number	Employee / Persal Number

53

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

**Part 5 – Schedule D (i)**

**Declaration of Bidder's Past Supply Chain Management Practices**

**SBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <u>www.treasury.gov.za</u>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**55**

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

*I, THE UNDERSIGNED (FULL NAME).....*

*CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.*

*I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.*

.....

*Signature*

.....

*Date*

.....

*Position*

.....

*Name of Bidder*

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

---

**Part 5 – Schedule D (ii)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

---

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 authorizes 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.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and Bids.

<sup>2</sup> 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 not to compete.

		3-12-2020
		03-12-2020
		03-12-2020
		03/12/2020
		03/12/2020

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

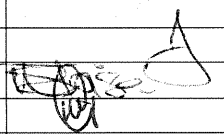



do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However

58

DATE		3-12-2020
SIGNATURE		03-12-2020
DATE		03-12-2020
DATE		03/12/2020
DATE		03/12/2020

communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been 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 which this bid invitation relates.
9. 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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

59

.....		3-12-2020
.....		03-12-2020
.....		03-12-2020
.....		03-12-2020
.....		03-12-2020

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

69

		3-12-2020
		03-12-2020
		03/12/2020
		2020/12/03



WITNESSES

1. ....

2. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)  
.....

DATE: .....

ADDRESS .....

.....

.....

ADDRESS .....