



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-20/21-0241-NMM	CLOSING DATE:	2021/02/15	CLOSING TIME:	11H00
DESCRIPTION	Supply and Delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Lilitha Nursing College for a period of 36 months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Nelson Mandela bay Health District					
Conyngham Road					
Parsons Hill					
Port Elizabeth					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Calitz		CONTACT PERSON	Mr. R de Vos	
TELEPHONE NUMBER	041 391 8179		TELEPHONE NUMBER	041 391 8080	
FACSIMILE NUMBER	041 391 8127		FACSIMILE NUMBER	083 378 9627	
E-MAIL ADDRESS	susanna.calitz@echealth.gov.za		E-MAIL ADDRESS	ruben.devos@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No

1-79 Pages

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[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]
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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.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 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:

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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.

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

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Department intends to engage suitably qualified suppliers for Supply and Delivery of Stationery and Batteries at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Lilitha Nursing College PE Campus 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. BID BRIEFING : NOT REQUIRED / APPLICABLE

5.1 Not required but service providers may contact Supply Chain office for any clarities on bid documents and or specifications see SBD 1 for contact details

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.

6.4 NON VAT Vendors are not allowed to charge VAT.

6.5 NON VAT Vendors must take note that this tenders value exceeds R1million threshold. If your company is a NON VAT Vendor and the tender is awarded to your company, you will be required according to SARS Legislation to register for VAT during the contract period.

6.6 Furthermore with item 6.5 in mind you are informed that when your prices change from excluding VAT to including VAT during the evaluation process the bid outcome will be effected.

6.7 It is the bidders responsibility to ensure that their company' Tax Status is "COMPLIANT" at all time.

6.8 pricing schedules to be completed in full

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(SBD8) 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(SBD9) and sign accordingly to sub with the bid the Declaration of Bid Determination attached as Part 5 – Schedule D (ii).

10. QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Bidders must submit detailed information that is reference letter(s) 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

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.

Bidders must ensure that their bank details are correct and verified by CSD

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 ECDoH 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 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 ECDoH. The 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 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 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 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 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.
- 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 : None Negotiable item requirement
- 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 ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH 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;
- 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 Administration Pre-qualification criteria shall apply:

- 26.1.1 The bid documentation must be completed comprehensively and correctly in original BLACK ink. All signatures MUST be Original on All SBD documents.
- 26.1.2 Declaration forms (SBD 4, 8, 9) must be completed and signed in original black ink.
- 26.1.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.1.4 Bidders must supply an original or originally certified copy of their BBBE-E Certificate or Original Sworn affidavit in case of EMEs and QSEs. Service provider must also ensure that they complete the correct BBBE-EE sworn affidavit in accordance with the TAX income requirements.
- 26.1.5 Bidders must be Registered on the Central Suppliers Data Base (CSD) attach first page of CSD registration as proof
- 26.1.6 Financial Capacity: Submission of
- a) Recent Signed and Dated Recent Audited Financial Statements,
 - b) Good Standing letter from Registered Financial Institution Bank(not an account Confirmation letter)
 - c) ECDC Financial Assistance Letter
- 26.1.7 Bidders must have provided supporting documentation as per the bid requirements
- 26.1.8 All Schedules attached must be originally signed in black ink by the bidder and witness's signatures on schedules A-K.

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

#	<i>Administrative Requirements</i>	Complied	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1) (Cluster 1, 2, 3)		
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	Company registered in South Africa (Registration documents attached)		
H	Joint Venture Agreement (requirement if applicable see item 26.1.7 and other parts)		
I	Financial Capacity(good stand letter from Bank, Signed and dated Recent signed audit financial Statements or ECDC Financial Assistance)		
J	Originally Certified copy of their BBBE-E Certificate Or Original Sworn affidavit in Case of EMEs and QSEs.		

27. Stage 2: Functionality Evaluation : Non-Negotiable Item Requirement

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 **40 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.

27.2 Documentation as per the bid Functionality requirements. Please see table below for returnable.

27.2.1 Experience : Client reference letters clearly indicating duration of the contract and performance of the bidder. Bidder is required to attach references as per the functionality requirements (client references clearly indicating contract value, period and date of contract. Attached copies of award letters, / orders etc. also see the reference in the document.

27.2.2 For promotion of Local Economic Development(LED). Bidders required to submit required proof of business address etc. as per functionality requirements. Attach a lease agreement, Municipal Account / Telkom account / affidavit on a third party letter (e.g ward councilor letter etc.).

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

#	Non Negotiable Functionality Requirement Attachments	Complied	
		YES	NO
A	Experience References: Client reference letters clearly indicating duration of the contract and performance of the bidder		
B	Local Economic Development Requirements; a) Municipal Account to confirm business situated in Nelson Mandela Metro Municipality or b) An affidavit which includes a confirmation from the Local Councilor /Third Party Letter c) Certified Copy of the Lease Agreement		

FUNCTIONALITY EVALUATION SCORING

Bidder must obtain a minimum threshold of 22 points out 40 points to proceed to the next stage. A bidder who scores less than 100% will not be considered further.

ITEM	CRITERIA	SUB-CRITERIA		
1	Previous experience provided in South Africa:	Score	Documentary Evidence	Weight
1.1	Experience Reference of the Service Provider (entity) in supply and delivery of items in Public/Private hospitals or other Government departments <i>Provide (as per table below)</i> <ul style="list-style-type: none"> ▪ Details of experience ▪ Client ▪ Contact Person ▪ Contact Number ▪ Contract dates ▪ Value ▪ Duration 	Does not have References = 0 Points 1 reference = 2 points 2-3 references=5 points 4-6 references = 10 points 7-9 references = 15 points 10 and more references = 20 points	Client reference letters clearly indicating duration of the contract and performance of the bidder. And or Copies of orders	20
2	LOCAL ECONOMIC DEVELOPMENT (LED)	Within Nelson Mandela Metro Municipality =20 points NMMM Areas are Port Elizabeth Despatch Uitenhage In the Eastern Cape Province = 10 Outside = 2 points	Municipal account An affidavit which includes a confirmation from the <ul style="list-style-type: none"> - Local Councilor and or - Third Party Confirmation Lease agreement	20
TOTAL	NOTE: A bidder that scores less than 22 points out of 40 points with respect to functionality will be regarded as submitting a non-responsive bid and will be disqualified.			40

28. Stage 3: Price and Preference Evaluation

- 28.1. Responsive bids which comply to the 1st 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.

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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)
- 0 points)

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

$$P_s = 80(1 - \frac{P - P_{min}}{P_{min}})$$

P min

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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 or sworn affidavit in case of EMEs and QSEs 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 Originally Certified copy of the B-BBEE status level certificate issued by SANAS accredited verification agency or Original Swarm Affidavit 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 : TENDER TO BE AWARDED PER CUSTER 1, 2, 3. QUANTITIES MAY BE DECREASED OR EXCEEDED

- 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, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. BRAND NAME

Bidders must state the Brand Name offered on the pricing schedule (SBD 3.2) as this will be the only product acceptable at time of delivery.

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 ECDoH or its appointed Technical Support Manager at **the relevant Institution**

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

4.9 Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

4.10 Service reports: The contractor shall, upon written request from the DOH or its appointed Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

5. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

6. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

7. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

8. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and

Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor :-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- ❖ DOH Environmental Health Inspectors may visit the food supply premises at at given time during the contract period
- ❖

9. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

10.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- 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 ECDoH 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 utilise 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. PROJECT DELIVERABLES

- The supply and delivery dates and times will be agreed upon with the successful bidder.
- Delivery addresses will be provided to the suppliers
- 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).
- Non-compliance to delivery period will lead to cancellation of the contract.

First instance	Issue notice of breach
Second instance	Meeting and second notice of breach
Third instance	Cancellation of contract

13. 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.

14. 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 ECDoh 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.

PART 3

BID STRATEGY

Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Lilita Nursing College PE Campus for a period of 36 months.

The Eastern Cape Department of Health (ECDoH) has five institutions based in Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services Facilities and Lilita Nursing College PE Campus for a period of 36 months.

- The Department reserves the right to award the bid per Cluster - 1, 2, 3
- The Department reserves the right to award the contract to more than one Bidder.
- The Department reserves the right to appoint a reserved bidder per cluster when awarded bidder(s) withdraws from process.
- 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.**

- Quantities may be increase or decrease to the discretion of the end user facility and does not for part of the contract agreement as the tender
- If the supplier does not deliver after 6 months, there must be a reserve bidder (2nd highest) to deliver the service that can be approached to take over the contract.(see bullet 2 above)
- Order(s) : Will be issued per institution in accordance with the available budget allocations
- The institutions/hospitals are as follows:

INSTITUTIONS

Cluster 1

Empilweni TB Hospital	Off Mati Road, New Brighton, Port Elizabeth
Jose Pearson TB Hospital	Mission Road, Greenbushes, Port Elizabeth
Orsmond TB Hospital	No.1 John Dissel Drive, Allenridge, Uitenhage

Cluster 2

Uitenhage Provincial Hospital	Channer Street, Levysale, Uitenhage
Elizabeth Donkin Hospital	Forest Hill Drive/La Roche Drive, Forest Hill, Port Elizabeth

Cluster 3

Nelson Mandela Bay Health District and supporting Primary Health Care Facilities	District Office Stores, Struan Way, Struandale, New Brighton(old municipality medical depot)
Lilitha Nursing College	Park Drive, Central, Port Elizabeth
Forensic Pathology Services	Northwood Road, Sub district c Office, PE Provincial Hospital Premises,
Emergency Services	Spondo Road, Dora Nginza Hospital premises
Emergency Services training	Stanford, Livingstone Hospital premises

SCOPE OF WORK

- The suppliers will be requested to deliver the **Stationery Products** ordered as per delivery schedule(s)
- Delivery addresses as per table above and will be provided to the awarded supplier(s).
- The services required for this tender includes the supply and delivery of the **Stationery Products**.
-

DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF BREAD

- We hereby declare that we, _____ (name of the bidder), have the capacity and capability to supply and deliver groceries in all categories tendered for.

SIGNATURE OF BIDDER :

DATE :

PART 4

SPECIFICATION

Bid No.	SCMU3-20/21-0241-NMM
Bid Description	Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services and Lilita Nursing College PE Campus for a period of 36 months.

Estimate quantities and may increase or decrease over the 36 months' period

	Files and Books	pack	JPH	EML	ORS	EDH	UPH	DO	PEC	FPS	EMS & EMS Training	TOTAL
1	A4 Counter book – 2 Quire (192 pages)	Each	3000	0	360	0	216	1000	180	0	60	4816
2	A4 Counter book – 3 Quire (288 pages)	Each	0	900	0	1500	0	300	0	0	15	2715
3	A5 Counter book (96 pages)	Each	0	180	210	1500	216	300	90	0	0	2496
4	Exam Pads 100 Pages A4	Pads	360	0	36	900	0	300	180	270	90	2136
5	Lever Arch File 70mm A4 Board	Each	4200	1200	1200	1200	750	1080	300	300	120	10230
6	manila folders 220gsm colours (blue, pink, green, yellow)	Pack of 100	36	48	150	3000	0	1200	150	0	0	4584
7	Plastic sleeves 100/pack	Pack of 100	900	180	60	60	30	300	180	0	15	1785
8	Sign Here Post-It Stickers 3M Pre Printed 50 Flags 25.4x43.6mm	Pack	72	60	60	60	60	210	36	60	18	636
9	A3 Laminating pouch -150mic	100 per pack	6	6	6	6	6	60	0	0	6	96

10	A4 Laminating pouch -150mic	100 per pack	6	12	6	6	60	150	60	0	6	306
11	A4 Board Paper Blue 160g	Pack of 50	0	0	0	6	0	150	0	0	6	156
12	A4 Board Paper Green 160g	Pack of 50	0	0	0	0	0	150	0	0	6	156
13	A4 Board Paper White 160g	Pack of 50	0	0	0	0	0	150	0	0	6	156
14	A4 Board Paper Yellow 160g	Pack of 50	0	0	0	0	0	150	0	0	6	156
15	A4 Board Paper Pink 160g	Pack of 50	0	0	0	6	0	0	0	0	6	12
	Sticky Notes 100 sheets 75x75mm yellow	Pack 100	15	15	15	15	15	300	15	150	30	570
16	Combo elements 16 mm plastic	Box 100	3	3	3	3	3	3	30	3	0	51
17	Combo elements 10mm plastic	Box of 100	3	3	3	3	3	3	30	3	0	51
18	Combo elements 12mm plastic	Box of 100	3	3	3	3	3	3	30	3	0	51
19	Black 20mm comb binding elements.	Box of 100	3	3	3	3	3	3	30	3	3	54
20	Suspension file Blue	Box of 25	0	0	0	0	30	0	30	0	3	63
21	Suspension file Red	Box of 25	0	0	0	0	30	0	30	0	3	63
22	Suspension file Yellow	Box of 25	0	0	0	0	30	0	30	0	3	63
23	A4 grafted marble board Blue 210mmx297mm.	Pkt of 50	0	0	0	0	0	30	90	0	0	120
24	A5 144 page feint ruled note book	Each	0	0	0	0	0	0	150	0	0	150
25	A6 144 page feint ruled note book	Each	0	0	0	0	0	0	150	0	0	150
26	Generic Cash Receipt Book Duplicate 200 Page 5 to View 111mm X 275mm JD408	Each	0	0	0	0	0	0	120	0	0	120
27	Flipchart Pad Bond Paper A1 594mmX840mm Punched 50 leaves	Each	15	15	15	15	15	15	30	0	0	120
28	Flip File 30 pages	Each	0	0	0	0	0	50	150	0	30	230
29	A4 Transparency 150mic	Pkt of 100	3	3	3	3	3	30	60	3	0	108
30	A4 Carbon Paper blue	pack	180	15	30	180	300	30	30	30	15	810
31	A6 Duplicate book	each	0	0	0	0	180	0	0	0	0	180
32												

	Pens and Markers		JPH	EML	ORS	EDH	UPH	DO	PEC	FPS	EMS & EMS Training	Total
33	Ball point pen Black Fine 0.5mm	Box of 50	42	72	36	60	90	900	9	0	12	1221
34	Ball point pen red Fine 0.5mm	Box of 50	24	36	18	30	48	300	9	0	12	477
35	Highlighter blue.	Box of 10	0	15	60	0	0	60	15	15	12	177
36	Highlighter green	Box of 10	72	15	60	45	180	60	15	15	12	474
37	Highlighter Orange	Box of 10	36	15	60	45	0	60	15	15	12	258
38	Highlighter Pink	Box of 10	36	15	60	45	180	60	15	15	12	438
39	Highlighter Yellow	Box of 10	36	15	60	9	540	60	15	15	12	762
40	Pencils HB	Box of 12	150	30	45	300	210	900	30	600	12	2277
41	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Green	each	600	180	60	0	90	600	150	144	60	1884
42	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Black	each	600	360	300	360	1080	600	150	144	120	2714
43	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Blue	each	600	180	60	0	90	300	150	144	60	1584
44	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Red	each	600	180	60	0	90	600	150	144	120	1944
45	White Board Markers Equivalent to Pentel - Maxiflo "pump it" red	Each	240	360	60	360	270	90	30	60	60	1530
46	White Board Markers Equivalent to Pentel - Maxiflo "pump it" green	Each	240	360	60	360	420	90	30	60	60	1680
47	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Blue	Each	240	360	60	360	420	90	30	60	60	16680
48	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Black	Each	300	360	150	360	420	90	30	60	60	1830
49	Ball Point Pen Red Equivalent to Pentel Super B 0.7mm	Box of 50	0	0	0	0	0	0	0	18	12	30

50	Ball Point Pen Black Pental Super B 0.7mm	Equivalent to	Box of 50	0	0	0	0	0	0	0	0	0	0	36	6	42
51	Super Fine Permanent Marker Equivalent to Artline 725		Each	0	0	0	0	0	0	0	0	0	0	72	0	72
52	Purple Pen Equivalent to Pilot /Faber – Castell 0.7mm		Each	0	0	0	0	0	0	0	0	600	0	0	0	600
53	Green Pen Equivalent to Pilot /Faber – Castell 0.7mm		Each	0	0	0	0	0	0	0	0	600	0	0	0	600
	Staplers and Punch			JPH	EML	ORS	EDH	UPH	DO	PEC	FPS	EMS & EMS Training		Total		
	Punch 2 hole - 30 sheets		Each	0	30	3	0	0	150	90	0	24	297			
54	Punch Heavy Duty 2 Hole, 5.5mm Hole size, 63 Sheets, Metal Paper Guide Equivalent to Kangaro Dp-800		each	60	30	30	60	60	150	30	0	12	432			
55	scissors – large 210mm		Each	150	90	150	360	60	390	90	0	30	1320			
56	Stapler – 25 sheets		Each	60	120	30	60	0	120	45	0	24	459			
57	stapler Heavy Duty metal Equivalent to Rexel / Kangaro		Each	6	60	15	15	60	150	30	0	12	348			
58	stapler metal plier		each	60	30	30	60	90	60	30	0	0	360			
59	Stapler Remover Heavy Duty Equivalent to Kangaro SR-300		each	120	120	30	90	60	390	45	15	18	888			
60	staplers standard half strip		Each	0	0	3	0	0	120	0	0	30	153			
61	Staples 26/6		Box of 5000	300	108	30	180	450	900	90	300	30	2388			
62	Staples Box 66/11 Giant Equivalent to Rexel		Box of 5000	60	36	6	90	360	180	60	0	30	822			
63	Staples Rexel No. 56x5000 E06025		Box of 5000	0	0	150	0	0	0	0	0	0	150			
64	12 Digit Calculators desk top Equivalent to Truly 2008A		each	90	30	30	60	90	150	90	0	9	549			
65	Staples 23/20 120 sheets		100 per box	0	0	0	0	0	0	0	300	0	300			
66	Staples 15mm no23/15 W269		100 per box	0	0	0	0	0	0	60	0	0	60			
67																

68	Staples 26/8	Box of 5000	0	0	0	0	0	150	0	0	0	150
	Stationery		JPH	EML	ORS	EDH	UPH	DO	PEC	FPS	EMS & EMS Training	Total
69	Cellotape Clear 12mm x 33m	Each / rolls	45	45	150	432	144	300	60	144	45	1365
70	Pins Drawing stainless steel	Pack of 100	36	180	6	30	180	120	90	0	9	651
71	Eraser Soft White 62mm x 20.5mm x10mm	Each	240	180	150	360	900	300	600	0	0	2730
72	File fastener Metal 80mm	Box of 50	600	360	90	360	150	360	30	0	18	1968
73	Finger Cones Red, Blue, Green S,M, L	Pack of 10	3	3	150	6	6	180	30	0	0	378
74	Glue Stick equivalent to amos/ priti/ bostik	35g Each	180	60	150	240	180	300	30	108	3	1251
75	Indian tags 76mm	Box	180	180	0	360	1800	300	30	0	0	2850
76	Pencil sharpener Metal single	Each	180	72	150	90	90	150	60	0	50	842
77	Packaging tape Brown each 48mmx100m	Each	30	15	300	360	108	150	30	0	0	993
78	Packaging tape Clear each 48mmx100m	Each	360	15	300	360	108	150	30	0	0	1323
79	Packing tape dispenser	Each	18	0	3	3	3	30	0	0	0	57
80	Paper Clip 33mm	Box of 100	180	180	60	60	900	450	90	144	45	2109
81	Paper Clip 50mm	Box of 100	180	180	60	600	750	300	60	144	45	2319
82	Paper Clip 77mm	Box of 100	300	360	60	600	600	300	30	144	45	2439
83	Prestick 100g	Each	360	72	150	432	36	300	90	144	45	1629
84	Rubber bands size no 34	Pack of 100	300	0	60	30	150	50	0	0	45	335
85	Rubber bands size no 38	Pack of 100	300	180	60	90	150	800	45	0	12	1637
86	Rulers 30cm	each	300	60	150	300	72	300	60	0	0	1242
87	Stamp ink Black 30ml	Each	90	15	150	150	180	450	0	0	12	1047
88	Stamp ink Red 30ml	Each	45	9	60	150	0	150	0	0	0	414
89	Rubber bands size no 32	Pack of 100	0	0	0	0	30	0	0	0	0	30

90	Rubber bands size no 69	Pack of 100	0	0	0	0	0	180	0	0	0	0	180
91	Round Labels 19mm Red	Box of 250	150	30	300	300	300	300	0	0	0	0	1110
92	Round Labels 19mm Green	Box of 250	150	30	300	300	300	300	0	0	0	0	1110
93	Round Labels 19mm Black	Box of 250	150	30	300	300	300	300	0	0	0	0	1110
94	Round Labels 19mm Yellow	Box of 250	150	30	300	300	300	300	0	0	0	0	1110
95	ID Clip with press stud	each	0	0	0	0	0	0	1200	0	120	1620	1620
96	A4 Clipboard Masonite metal clip	each	0	0	0	0	100	60	0	0	0	160	160
97	A4 Plastic Clipboard	each	30	30	30	30	100	0	0	0	0	250	250
98	Envelopes C4 Box of 250 Self Seal	Box of 250	108	108	108	108	720	108	108	108	108	1584	1584
99	Envelopes C5 Box of 500 Seal Easi	Box of 500	108	108	108	108	720	108	108	108	108	1584	1584
100	Envelopes DL Box of 500 Self Seal	Box of 500	108	108	108	108	720	108	108	108	0	100	100
101	Cotton String Twine 4mm x 500g	Each Roll	0	0	0	0	100	0	0	0	EMS & EMS Training	Total	
	Description : Batteries	Packaging	JPH	EML	ORS	EDH	UPH	DO	PEC	FPS			
102	CR2032	Each	300	3600	300	900	1500	4800	0	0	30	11410	11410
103	AA	Pack of 4	300	3000	300	900	1500	4500	0	0	30	10530	10530
104	AAA	Pack of 4	300	1800	300	900	1500	1200	0	0	30	6030	6030
105	LR20 (torch Size)	Pack of 2	300	450	300	900	1500	600	0	0	30	4080	4080
106	9V	Each	0	150	0	150	300	300	0	0	30	930	930

the number of Stationery and Batteries during the 36 months period.

Estimate quantities for the supply of Stationery and Batteries during the 36 months period.

Pricing Schedule

SBD 3.2

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

Cluster 1

Name of bidder..... Closing date : see SBD1 for closing date
 Closing Time 11:00
 Bid number ...SCMU3-20/21-0241-NMM : Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Liliha Nursing College PE Campus for a period of 36 months.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Required by: Department of Health EC - At: Nelson Mandela bay Health District and supporting Health Facilities

Brand and model ...Please supply of product brand names.... Country of origin : Product from
 *Delete if not applicable
 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

Stationery Products : Cluster 1 : 3 x TB Hospitals

	Description : Files and Books	pack	Empiweni TB Hospital	Jose Pearson TB Hospital	Orsmond TB Hospital	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT
1	A4 Counter book – 2 Quire (192 pages)	Each	3000	0	360	3360			
2	A4 Counter book – 3 Quire (288 pages)	Each	0	900	0	900			
3	A5 Counter book (96 pages)	Each	0	180	210	390			
4	Exam Pads 100 Pages A4	Pads	360	0	36	396			
5	Lever Arch File 70mm A4 Board	Each	4200	1200	1200	6600			
6	manila folders 220gsm colours (blue, pink, green, yellow)	Pack of 100	36	48	150	234			
7	Plastic sleeves 100/pack	Pack of 100	900	180	60	1140			
8	Sign Here Post-It Stickers 3M Pre Printed 50 Flags 25.4x43.6mm	Pack	72	60	60	192			
9	A3 Laminating pouch -150mic	100 per pack	6	6	6	18			
10	A4 Laminating pouch -150mic	100 per pack	6	12	6	24			
16	Sticky Notes 100 sheets 75x75mm yellow	Pack 100	15	15	15	45			
17	Combo elements 16 mm plastic	Box 100	3	3	3	9			
18	Combo elements 10mm plastic	Box of 100	3	3	3	9			
19	Combo elements 12mm plastic	Box of 100	3	3	3	9			
20	Black 20mm comb binding elements.	Box of 100	3	3	3	9			

28	Flipchart Pad Bond Paper A1 594mmX840mm Punched 50 leaves	Each	15	15	15	45				
30	A4 Transparency 150mic	Pkt of 100	3	3	3	9				
31	A4 Carbon Paper blue	pack	180	15	30	225				
	Pens and Markers		JPH	EML	ORS	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT	
33	Ball point pen Black	Box of 50	42	72	36	150				
34	Ball point pen red	Box of 50	24	36	18	78				
35	Highlighter blue.	Box of 10	0	15	60	75				
36	Highlighter green	Box of 10	72	15	60	147				
37	Highlighter Orange	Box of 10	36	15	60	111				
38	Highlighter Pink	Box of 10	36	15	60	111				
39	Highlighter Yellow	Box of 10	36	15	60	111				
40	Pencils HB	Box of 12	150	30	45	225				
41	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Green	each	600	180	60	840				
42	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Black	each	600	360	300	1260				
43	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Blue	each	600	180	60	840				
44	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Red	each	600	180	60	840				
45	White Board Markers Equivalent to Pental - Maxiflo "pump it" red	Each	240	360	60	660				
46	White Board Markers Equivalent to Pental - Maxiflo "pump it" green	Each	240	360	60	660				

47	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Blue	Each	240	360	60	660			
48	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Black	Each	300	360	150	810			
	Staplers and Punch		JPH	EML	ORS	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT
54	Punch 2 hole - 30 sheets	Each	0	30	3	33			
55	punch Heavy Duty 2 Hole, 5.5mm Hole size, 63 Sheets, Metal Paper Guide Equivalent to Kangaro Dp-800	each	60	30	30	120			
56	scissors - large 210mm	Each	150	90	150	390			
57	Stapler - 25 sheets	Each	60	120	30	210			
58	stapler Heavy Duty metal Equivalent to Rexel / Kangaro	Each	6	60	15	81			
59	stapler metal plier	each	60	30	30	120			
60	Stapler Remover Heavy Duty Equivalent to Kangaro SR-300	each	120	120	30	270			
61	staplers standard half strip	Each	0	0	3	3			
62	Staples 26/6	Box of 5000	300	108	30	438			
63	Staples Box 66/11 Giant Equivalent to Rexel	Box of 5000	60	36	6	102			
64	Staples Rexel No. 56x5000 E06025	Box of 5000	0	0	150	150			
65	12 Digit Calculators desk top	each	90	30	30	150			
	Stationery		JPH	EML	ORS	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT
69	Cellotape Clear 12mm x 33m	Each / rolls	45	45	150	240			
70	Pins Drawing stainless steel	Pack of 100	36	180	6	222			
71	Eraser Soft White 62mm x 20.5mm x10mm	Each	240	180	150	570			
72	File fastener Metal 80mm	Box of 50	600	360	90	1050			
73	Finger Cones Red, Blue, Green	Pack of 10	3	3	150	156			

74	Glue Stick equivalent to amos/ priti/ bostik	35g Each	180	60	150	390			
75	Indian tags 76mm	Box	180	180	0	360			
76	Pencil sharpener Metal single	Each	180	72	150	402			
77	Packaging tape Brown each 48mmx100m	Each	30	15	300	345			
78	Packaging tape Clear each 48mmx100m	Each	360	15	300	675			
79	Packing tape dispenser	Each	18	0	3	21			
80	Paper Clip 33mm	Box of 100	180	180	60	420			
81	Paper Clip 50mm	Box of 100	180	180	60	420			
82	Paper Clip 77mm	Box of 100	300	360	60	720			
83	Prestic 100g	Each	360	72	150	582			
84	Rubber bands size no 34	Pack of 100	300	0	60	360			
85	Rubber bands size no 38	Pack of 100	300	180	60	540			
86	Rulers 30cm	each	300	60	150	510			
87	Stamp ink Black 30ml	Each	90	15	150	255			
88	Stamp ink Red 30ml	Each	45	9	60	114			
91	Round Labels 19mm Red	Box of 250	150	30	30	210			
92	Round Labels 19mm Green	Box of 250	150	30	30	210			
93	Round Labels 19mm Black	Box of 250	150	30	30	210			
94	Round Labels 19mm Yellow	Box of 250	150	30	30	210			
97	A4 Plastic Clipboard	each	30	30	30	90			
98	Envelopes C4 Box of 250 Self Seal	Box of 250	108	108	108	324			
99	Envelopes C5 Box of 500 Seal Easi	Box of 500	108	108	108	324			
100	Envelopes DL Box of 500 Self Seal	Box of 500	108	108	108	324			
	Description	Packaging	JPH	EML	ORS	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT
102	CR2032	Each	300	3600	300	4200			
103	AA	Pack of 4	300	3000	300	3600			

104	AAA	Pack of 4	300	1800	300	2400		
105	LR20 (torch Size)	Pack of 2	300	450	300	1050		
106	9V	Each	0	150	0	150		

Bid No.	SCMU3-20/21-0241-NMM
Bid Description	Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services and Lilita Nursing College PE Campus for a period of 36 months.

Stationery Products : Cluster 1 : Orsmond TB Hospital, Jose Pearson TB Hospital, Empilweni TB Hospital

TOTAL BID PRICE INCLUDING VAT	
VAT	
TOTAL BID PRICE INCLUDING VAT	

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.**

NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLETE WILL RESULT IN ELIMINATION.

Signature **Capacity/Position**

Pricing Schedule

SBD 3.2

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

CLUSTER 2

Name of bidder..... Closing date : see SBD1 for closing date

Closing Time 11:00

Bid number ...SCMU3-20/21-0241-NMM : Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Lilitha Nursing College PE Campus for a period of 36 months.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

- Required by: Department of Health EC - At: Nelson Mandela bay Health District and supporting Health Facilities

- Brand and modelPlease supply of product brand names.... Country of origin : Product from
 *Delete if not applicable
 - 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

Stationery Products : Cluster 2 : Elizabeth Donkin Hospital, Uitenhage Provincial Hospital

	Description : Files and books	pack	EDH	UPH	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT
1	A4 Counter book – 2 Quire (192 pages)	Each	0	216	2106			
2	A4 Counter book – 3 Quire (288 pages)	Each	1500	0	1500			
3	A5 Counter book (96 pages)	Each	1500	216	1716			
4	Exam Pads 100 Pages A4	Pads	900	0	900			
5	Lever Arch File 70mm A4 Board	Each	1200	750	1950			
6	manila folders 220gmm colours (blue, pink, green, yellow)	Pack of 100	3000	0	3000			
7	Plastic sleeves 100/pack	Pack of 100	60	30	90			
8	Sign Here Post-It Stickers 3M Pre Printed 50 Flags 25.4x43.6mm	Pack	60	60	120			
9	A3 Laminating pouch -150mic	100 per pack	6	6	12			
10	A4 Laminating pouch -150mic	100 per pack	6	60	66			
11	A4 Board Paper Blue 160g	Pack of 50	6	0	6			
15	A4 Board Paper Pink 160g	Pack of 50	6	0	6			
16	Sticky Notes 100 sheets 75x75mm yellow	Pack 100	15	15	30			
17	Combo elements 16 mm plastic	Box 100	3	3	6			
18	Combo elements 10mm plastic	Box of 100	3	3	6			
19	Combo elements 12mm plastic	Box of 100	3	3	6			
20	Black 20mm comb binding elements.	Box of 100	3	3	6			
21	Suspension file Blue	Box of 25	0	30	30			
22	Suspension file Red	Box of 25	0	30	30			
23	Suspension file Yellow	Box of 25	0	30	30			
28	Flipchart Pad Bond Paper A1 594mmX840mm Punched 50 leaves	Each	15	15	30			

30	A4 Transparency 150mic	Pkt of 100	3	3	6				
31	A4 Carbon Paper blue	pack	180	300	480				
32	A6 Duplicate book	each	0	180	180				
	pens and markers								
33	Ball point pen Black	Box of 50	60	90	150				
34	Ball point pen red	Box of 50	30	48	78				
36	Highlighter green	Box of 10	45	180	225				
37	Highlighter Orange	Box of 10	45	0	45				
38	Highlighter Pink	Box of 10	45	180	225				
39	Highlighter Yellow	Box of 10	9	540	549				
40	Pencils HB	Box of 12	300	210	510				
41	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Green	each	0	90	90				
42	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Black	each	360	1080	1440				
43	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Blue	each	0	90	90				
44	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Red	each	0	90	90				
45	White Board Markers Equivalent to Pentel - Maxiflo "pump it" red	Each	360	270	630				
46	White Board Markers Equivalent to Pentel - Maxiflo "pump it" green	Each	360	420	780				
47	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Blue	Each	360	420	780				
48	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Black	Each	360	420	780				

	staplers and punch		EDH	UPH	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT
	punch Heavy Duty 2 Hole, 5.5mm Hole size, 63 Sheets, Metal Paper Guide Equivalent to Kangaro Dp-800	each	60	60	120			
55								
56	scissors – large 210mm	Each	360	60	420			
57	Stapler – 25 sheets	Each	60	0	60			
	stapler Heavy Duty metal Equivalent to Rexel / Kangaro	Each	15	60	75			
58								
59	stapler metal plier	each	60	90	150			
	Stapler Remover Heavy Duty Equivalent to Kangaro SR-300	each	90	60	150			
60								
62	Staples 26/6	Box of 5000	180	450	630			
	Staples Box 66/11 Giant Equivalent to Rexel	Box of 5000	90	360	450			
63								
65	12 Digit Calculators desk top	each	60	90	150			
68	Staples 26/8	Box of 5000	0	150	150			
	stationery		EDH	UPH	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT
69	Cellotape Clear 12mm x 33m	Each / rolls	432	144	576			
70	Pins Drawing stainless steel	Pack of 100	30	180	210			
	Eraser Soft White 62mm x 20.5mm x10mm	Each	360	900	1260			
71								
72	File fastener Metal 80mm	Box of 50	360	150	510			
73	Finger Cones Red, Blue, Green	Pack of 10	6	6	12			
	Glue Stick equivalent to amos/ pritt/ bostik	35g Each	240	180	420			
74								
75	Indian tags 76mm	Box	360	1800	2160			
76	Pencil sharpener Metal single	Each	90	90	180			
	Packaging tape Brown each 48mmx100m	Each	360	108	468			
77								

78	Packaging tape Clear each 48mmx100m	Each	360	108	468			
79	Packing tape dispenser	Each	3	3	6			
80	Paper Clip 33mm	Box of 100	60	900	960			
81	Paper Clip 50mm	Box of 100	600	750	1350			
82	Paper Clip 77mm	Box of 100	600	600	1200			
83	Prestic 100g	Each	432	36	468			
84	Rubber bands size no 34	Pack of 100	30	150	180			
85	Rubber bands size no 38	Pack of 100	90	150	240			
86	Rulers 30cm	each	300	72	372			
87	Stamp ink Black 30ml	Each	150	180	330			
88	Stamp ink Red 30ml	Each	150	0	150			
89	Rubber bands size no 32	Pack of 100	0	30	30			
90	Rubber bands size no 69	Pack of 100	0	180	180			
91	Round Labels 19mm Red	Box of 250	300	300	600			
92	Round Labels 19mm Green	Box of 250	300	300	600			
93	Round Labels 19mm Black	Box of 250	300	300	600			
94	Round Labels 19mm Yellow	Box of 250	300	300	600			
97	A4 Plastic Clipboard	each	30	30	60			
98	Envelopes C4 Box of 250 Self Seal	Box of 250	108	108	324			
99	Envelopes C5 Box of 500 Seal Easi	Box of 500	108	108	324			
10	Envelopes DL Box of 500 Self Seal	Box of 500	108	108	324			
	Description	Packaging	EDH	UPH	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT
102	CR2032	Each	900	1500	2400			
103	AA	Pack of 4	900	1500	2400			
104	AAA	Pack of 4	900	1500	2400			
105	LR20 (torch Size)	Pack of 2	900	1500	2400			
106	9V	Each	150	300	450			

Bid No.	SCMU3-20/21-0241-NMM
Bid Description	Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services and Lilita Nursing College PE Campus for a period of 36 months.

Stationery Products : Cluster 2 : Elizabeth Donkin Hospital, Uitenhage Provincial Hospital

TOTAL BID PRICE INCLUDING VAT	
VAT	
TOTAL BID PRICE INCLUDING VAT	

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.

NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLETE WILL RESULT IN ELIMINATION.

.....
Signature

.....
Capacity / Position

Pricing Schedule

SBD 3.2

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

Cluster 3

Name of bidder.....

Closing Time 11:00

Closing date : see SBD1 for closing date

Bid number ...SCMU3-20/21-0241-NMM : Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Liitha Nursing College PE Campus for a period of 36 months.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Required by: Department of Health EC - At: Nelson Mandela bay Health District and supporting Health Facilities

Brand and model Please supply of product brand names.... Country of origin : Product from

*Delete if not applicable 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

Stationery Products : Cluster 3 : Nelson Mandela Bay Health District and Primary Health Facilities, Forensic Pathology Services EC, Lilitha Nursing College PE Campus, Emergency Services and EMS Training College

	Description : Files and Books	pack	DO	PEC	FPS	EMS & EMS Training	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl VAT
1	A4 Counter book – 2 Quire (192 pages)	Each	1000	180	0	60	1240			
2	A4 Counter book – 3 Quire (288 pages)	Each	300	0	0	15	330			
3	A5 Counter book (96 pages)	Each	300	90	0	0	390			
4	Exam Pads 100 Pages A4	Pads	300	180	270	90	930			
5	Lever Arch File 70mm A4 Board	Each	1080	300	300	120	1920			
6	manila folders 220gsm colours (blue, pink, green, yellow)	Pack of 100	1200	150	0	0	1350			
7	Plastic sleeves 100/pack	Pack of 100	300	180	0	15	510			
8	Sign Here Post-It Stickers 3M Pre Printed 50 Flags 25.4x43.6mm	Pack	210	36	60	18	324			
9	A3 Laminating pouch -150mic	100 per pack	60	0	0	6	66			
10	A4 Laminating pouch -150mic	100 per pack	150	60	0	6	216			
11	A4 Board Paper Blue 160g	Pack of 50	150	0	0	6	156			
12	A4 Board Paper Green 160g	Pack of 50	150	0	0	6	156			
13	A4 Board Paper White 160g	Pack of 50	150	0	0	6	156			
14	A4 Board Paper Yellow 160g	Pack of 50	150	0	0	6	156			
15	A4 Board Paper Pink 160g	Pack of 50	0	0	0	6	6			
16	Sticky Notes 100 sheets 75x75mm yellow	Pack 100	300	15	150	30	495			

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17	Combo elements 16 mm plastic	Box 100	3	30	3	0	36					
18	Combo elements 10mm plastic	Box of 100	3	30	3	0	36					
19	Combo elements 12mm plastic	Box of 100	3	30	3	0	36					
20	Black 20mm comb binding elements.	Box of 100	3	30	3	3	39					
21	Suspension file Blue	Box of 25	0	30	0	3	33					
22	Suspension file Red	Box of 25	0	30	0	3	33					
23	Suspension file Yellow	Box of 25	0	30	0	3	33					
24	A4 gaffon marble board Blue 210mmx297mm.	Pkt of 50	30	90	0	0	120					
25	A5 144 page feint ruled note book	Each	0	150	0	0	150					
26	A6 144 page feint ruled note book	Each	0	150	0	0	150					
27	Generic Cash Receipt Book Duplicate 200 Page 5 to View 111mm X 275mm JD408	Each	0	120	0	0	120					
28	Flipchart Pad Bond Paper A1 594mmX840mm Punched 50 leaves	Each	15	30	0	0	45					
29	Flip File 30 pages	Each	50	150	0	30	230					
30	A4 Transparency 150mic	Pkt of 100	30	60	3	0	93					
31	A4 Carbon Paper blue	pack	30	30	30	15	105					
	Pens and Markers		DO	PEC	FPS	EMS Training	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT		
33	Ball point pen Black	Box of 50	900	9	0	12	921					
34	Ball point pen red	Box of 50	300	9	0	12	321					
35	Highlighter blue.	Box of 10	60	15	15	12	102					
36	Highlighter green	Box of 10	60	15	15	12	102					
37	Highlighter Orange	Box of 10	60	15	15	12	102					
38	Highlighter Pink	Box of 10	60	15	15	12	102					
39	Highlighter Yellow	Box of 10	60	15	15	12	102					
40	Pencils HB	Box of 12	900	30	600	12	1542					

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41	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Green	each	600	150	144	60	954			
42	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Black	each	600	150	144	120	1014			
43	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Blue	each	300	150	144	60	654			
44	Permanent Marker Equivalent to Pentel-Maxiflo NLF60 "pump it" assorted Red	each	600	150	144	120	1014			
45	White Board Markers Equivalent to Pentel - Maxiflo "pump it" red	Each	90	30	60	60	240			
46	White Board Markers Equivalent to Pentel - Maxiflo "pump it" green	Each	90	30	60	60	240			
47	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Blue	Each	90	30	60	60	240			
48	White Board Markers Equivalent to Pentel - Maxiflo "pump it" Black	Each	90	30	60	60	240			
49	Ball Point Pen Red Equivalent to Pentel Super B	Box of 50	0	0	18	12	30			
50	Ball Point Pen Black Equivalent to Pentel Super B	Box of 50	0	0	36	6	42			
51	Super Fine Permanent Marker Equivalent to Artline 725	Each	0	0	72	0	72			
52	Purple pen Equivalent to Pilot	Box of 50	0	600	0	0	600			
53	Green pen Equivalent to Pilot	Box of 50	0	600	0	0	600			
	Staplers and Punch		DO	PEC	FPS	EMS Training	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT
54	Punch 2 hole - 30 sheets	Each	150	90	0	24	264			

55	punch Heavy Duty 2 Hole, 5.5mm Hole size, 63 Sheets, Metal Paper Guide Equivalent to Kangaro Dp-800	each	150	30	0	12	192			
56	scissors – large 210mm	Each	390	90	0	30	510			
57	Stapler – 25 sheets	Each	120	45	0	24	189			
58	stapler Heavy Duty metal Equivalent to Rexel / Kangaro	Each	150	30	0	12	180			
59	stapler metal plier	each	60	30	0	0	90			
60	Stapler Remover Heavy Duty Equivalent to Kangaro SR-300	each	390	45	15	18	468			
61	staplers standard half strip	Each	120	0	0	30	150			
62	Staples 26/6	Box of 5000	900	90	300	30	1320			
63	Staples Box 66/11 Giant Equivalent to Rexel	Box of 5000	180	60	0	30	270			
65	12 Digit Calculators desk top	each	150	90	0	9	249			
66	Staples 23/20 120 sheets	100 per box	0	0	300	0	300			
67	Staples 15mm no23/15 W269	100 per box	0	60	0	0	60			
	Stationery		DO	PEC	FPS	EMS Training	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price incl. VAT
69	Cellotape Clear 12mm x 33m	Each / rolls	300	60	144	45	549			
70	Pins Drawing stainless steel	Pack of 100	120	90	0	9	219			
71	Eraser Soft White 62mm x 20.5mm x10mm	Each	300	600	0	0	900			
72	File fastener Metal 80mm	Box of 50	360	30	0	18	408			
73	Finger Cones Red, Blue, Green	Pack of 10	180	30	0	0	210			
74	Glue Stick equivalent to amos/ priti/ bostik	35g Each	300	30	108	3	441			
75	Indian tags 76mm	Box	300	30	0	0	330			
76	Pencil sharpener Metal single	Each	150	60	0	50	260			

77	Packaging tape Brown each 48mmx100m	Each	150	30	0	0	0	180			
78	Packaging tape Clear each 48mmx100m	Each	150	30	0	0	0	180			
79	Packing tape dispenser	Each	30	0	0	0	0	30			
80	Paper Clip 33mm	Box of 100	450	90	144	45	45	729			
81	Paper Clip 50mm	Box of 100	300	60	144	45	45	549			
82	Paper Clip 77mm	Box of 100	300	30	144	45	45	519			
83	Prestic 100g	Each	300	90	144	45	45	579			
84	Rubber bands size no 34	Pack of 100	50	0	0	45	45	95			
85	Rubber bands size no 38	Pack of 100	800	45	0	12	12	857			
86	Rulers 30cm	each	300	60	0	0	0	360			
87	Stamp ink Black 30ml	Each	450	0	0	12	12	462			
88	Stamp ink Red 30ml	Each	150	0	0	0	0	150			
91	Round Labels 19mm Red	Box of 250	300	0	0	0	0	300			
92	Round Labels 19mm Green	Box of 250	300	0	0	0	0	300			
93	Round Labels 19mm Black	Box of 250	300	0	0	0	0	300			
94	Round Labels 19mm Yellow	Box of 250	300	0	0	0	0	300			
95	ID Clip with press stud	each	300	1200	0	120	120	1620			
96	A4 Clipboard Masonite metal clip	each	100	60	0	0	0	160			
97	A4 Plastic Clipboard	each	100	0	0	0	0	100			
98	Envelopes C4 Box of 250 Self Seal	Box of 250	1500	108	108	108	108	1824			
99	Envelopes C5 Box of 500 Seal Easi	Box of 500	1500	108	108	108	108	1824			
100	Envelopes DL Box of 500 Self Seal	Box of 500	1500	108	108	108	108	1824			
	Description	Packaging	DO	PEC	FPS	EMS Training	Estimate Total Quantities	Unit Price Excl. VAT	VAT	Total Price Incl. VAT	
98	CR2032	Each	4800	0	0	10	4810				
99	AA	Pack of 4	4500	0	0	10	4510				
100	AAA	Pack of 4	1200	0	0	10	1210				
101	LR20 (torch Size)	Pack of 2	600	0	0	10	610				
102	9V	Each	300	0	0	10	310				

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Bid No.	SCMU3-20/21-0241-NMM
Bid Description	Supply and delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services and Lillitha Nursing College PE Campus for a period of 36 months.

Stationery Products : Cluster 3 : Nelson Mandela Bay Health District and Primary Health Facilities, Forensic Pathology Services EC, Lillitha Nursing College PE Campus, Emergency Services and EMS Training College

TOTAL BID PRICE INCLUDING VAT	
VAT	
TOTAL BID PRICE INCLUDING VAT	

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.

NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLETE WILL RESULT IN ELIMINATION.

.....

Signature

.....

Capacity / Position

FS

PRICE ADJUSTMENTS

NON-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 eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

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

R1o, R2o = Index figure at time of bidding.

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

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

Index..... Dated..... 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%.

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

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of Contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance Security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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 packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional

requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's

specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract Amendments 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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 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 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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

obtained by 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, the may refer the matter to the Competition Commission for investigation and imposition of administrative penalties as contemplated in the Competition Act 1998.

addition
such
the
period not
contractor(s)

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

Part 5 – Schedule C
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a Bid or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4
 - 2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.6 Tax Reference Number:
 - 2.7 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.
- ¹"State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

²"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

YES / NO

60

presently employed by the state?

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:

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 Number	Employee / Persal

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

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)? <i>To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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

.....

Position

.....

Date

.....

Name of Bidder

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

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and Bids.

² 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.

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 communication between partners in a joint venture or consortium³ 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;

Lh

- (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.
- ³ 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

Part 5 – Schedule E

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period		Contract Value	Contact Person	Contact Number
	Start Date	End date			

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule F

Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule G
Organizational structure

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1. _____
2. _____

Part 5 – Schedule H
Details of Supplier's Nearest Office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule I
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

	<p style="text-align: center;"><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule J

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

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.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

Part 5 Schedule K - CONSENT FORM BY THE BIDDER

The bidder shall be bound by all SCM regulatory provision and amendment thereto whether expressly or impliedly in this document

The Head
Department of Health
Private Bag X0038
Bisho, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

- 1) I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/we grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I /we further grant my/our consent to such source to provide confidential information.
- 2) I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
- 3) The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
--------------------------	----------------------------------

Signature

Date


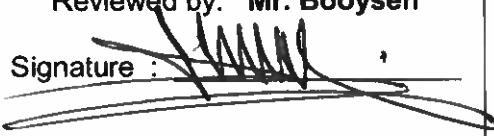

<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our tender
--------------------------	---

Signature

Date

Witness Signature

DESCRIPTION	Supply and Delivery of Stationery Products at Nelson Mandela Bay Health District Supporting Health Facilities and Specialized Health Facilities : Uitenhage Provincial Hospital, Ormond TB Hospital, Empilweni TB Hospital, Jose Pearson TB Hospital, Elizabeth Donkin Psychiatric Hospital, Forensic Pathology Services, Emergency Services and Lilitha Nursing College for a period of 36 months.
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Name	Designation	Date
Drafted By : Ms. S. Calitz Signature : 	Snr Finance Practitioner	2020-12-07 18 JAN 2021
Reviewed : Mr. Mtheleli	Director SCM Demand Management Head Office	2020-12-07 18 JAN 2021
Bid Specifications approved in 2019 Reviewed by: Mr. Booysen Signature : 	2020/2019 BSC Chair Person	18 JAN 2021
Bid Advert Approved : Ms. S. Macingwane Signature : 	Snr. Manager : Finance Nelson Mandela Bay Health District	18 JAN 2021

