

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY IN	IVITED	TO BID FOR REQUI		(EASTI	ERN CAPE	DEPARTI	MENT OF	HEALTH)		
	SCMU	J3-P21/22-1376-	CLOSING							
BID NUMBER:	EMSA		DATE:		gust 2021			NG TIME:	11H00	
SUPPLY AND DELIVERY OF HARDWARE MATERIAL FOR EMERGENCY MEDICAL SERVICES (EMS) DESCRIPTION AMATHOLE DISTRICT PUR DESCRIPTION AMATHOLE DISTRICT DESCRIPTION DESCRIPTION AMATHOLE DISTRICT DESCRIPTION DESCRIPTION AMATHOLE DISTRICT DESCRIPTION DESCR										
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)										
Ground floor										
Old Medical Building										
No 19 St James Road	, Sout	hernwood								
East London, Eastern	Cape									
BIDDING PROCEDUR	E ENQ	UIRIES MAY BE DIR	ECTED TO	TECH	NICAL EN	QUIRIES I	MAY BE D	IRECTED TO:		
CONTACT PERSON		Mr M Bushula		CONT	ACT PERS	SON		Mr M Bushula	1	
TELEPHONE NUMBER	R	0437076714		TELEI	PHONE NU	JMBER		0437076714		
FACSIMILE NUMBER				FACS	IMILE NUN	/IBER				
E-MAIL ADDRESS		Mlungisi.bushula@	gechealth.gov.za	E-MA	L ADDRES	SS		Mlungisi.bush	nula@echealth	.gov.za
SUPPLIER INFORMA	TION									
NAME OF BIDDER										
POSTAL ADDRESS										
STREET ADDRESS				_						
TELEPHONE NUMBER	R	CODE		NUME	BER					
CELLPHONE NUMBER	R						1			
FACSIMILE NUMBER		CODE		NUME	BER					
E-MAIL ADDRESS										
VAT REGISTRA NUMBER	TION									
SUPPLIER COMPLIA STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABAS	R E No:	MAAA			
B-BBEE STATUS L VERIFICATION CERTIFICATE	EVEL	TICK APPLIC	ABLE BOX]		EE STAT RN AFFIDA		EL	[TICK APP	LICABLE BOX]	
		Yes	□No					Yes	☐ No	
	[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]									

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(CHAIRPERSON)		

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	□Yes [IF YES ENCLOSE F	□No PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes☐No [IF YES, ANSWER THE QUESTIONAIRE BELOW]
QUESTIONNAIRE TO BIDDII	NG FOREIGN SUPPL	IERS		
IS THE ENTITY A RESIDENT	OF THE REPUBLIC	OF SOUTH AFRICA	A (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A	BRANCH IN THE RSA	۱?		☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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.				

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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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2.

- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE REGISTER AS PER 2.3 ABOVE.	
ND. EAH LIDE TO DECVIDE / OF COMPLY WITH ANY OF THE ABOVE DARTICHLARS IN	MAY DENDED THE DID

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

DATE:

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Schedule B – Central Supplier Database Requirement

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Schedule F – Certificate of Bid Determination (SBD9)

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Schedule I- Details of Bidder's nearest Office

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Schedule K- Preference Points Claim Forms (SBD 6.1)

2. **DEFINITIONS**

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

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

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 o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 which details the Conditions of Contract and Operational Requirements; o Part 3 which details the bid strategy o Part 4 which details the Terms of Reference relating to the Technology / Services o Part 5 which contains all the requisite bid forms and certificates; As read with GCC-General Conditions of Contract
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;

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PART 1 Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

According to Section 8(1) of the Occupational Health and Safety Act, Act No 85 of 1993 as amended, the Department is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees

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 <u>Part 5</u>) with their bids.
- 2.2 All bids submitted in reply 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 It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.
- 2.4 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.

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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

The briefing session shall not be held due to COVID-19 restrictions. However, bidders are encouraged to submit written queries regarding the bid and send them through The email address provided above on SBD1.

7. Tax clearance Compliance Verification will be done with the CSD and SARS.

8. PRICING

8.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

8.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX

8.3 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 C.

9. 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 D.

10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as $\underline{Part 5} - \underline{Schedule E}$

11. CERTIFICATE OF BID DETERMINATION

Bidders must complete the declaration and sign accordingly to sub with the bid the Declaration of Bid Determination attached as $\underline{Part 5} - \underline{Schedule F}$.

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12. QUALIFICATIONS OF BIDDERS

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

13. 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 H

14. CONSORTIUM/JOINT VENTURE

- 14.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 14.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
 - 14.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;
 - 14.2.2 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;
 - 14.2.3 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;
 - 14.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid. Otherwise, the bid will be disqualified.

15. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational 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 H

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16. 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 I which completed form, must be submitted together with the bid.

17. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as <u>Part 5- Schedule</u> <u>J</u>. 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 submit financial statements that are not older than a year to assess financial viability.

18. PREFERENCE POINTS CLAIM FORMS

<u>Part 5 – Schedule K</u> 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.

19. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **60 (sixty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

20. 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.

21. NO RIGHTS OR CLAIMS

21.1 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.

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21.2 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.

22. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 22.1 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.
- 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.

23. ACCURACY OF INFORMATION

- 23.1 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.
- 24.2 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.

24. COMPETITION

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

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- 24.3 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.
- 24.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

25. RESERVATION OF RIGHTS

- 25.1 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:-
- 25.2 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;
- 25.3 Amend the biding process, including the timetables, closing date and any other date at its sole discretion;
- 25.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 25.5 Award the bid to more than one bidder.

EVALUATION CRITERIA

26.1 The bid will be evaluated as follows:

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

The stages are further detailed below

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

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

Ps=80(1-Pt-P min)

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P min

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

- **N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.
- 26.3 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 bidders will score 0 out of maximum of 20 points for B-BBEE.

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- 26.4 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.
- 26.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 26.6 Only bidders who have completed and signed the declaration part of the preference claim Form and who have submitted a BBEE status level certificate issued by a SANAS accredited Verification agency or sworn affidavit by a commissioner of oaths for Emerging Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).
- 26.7 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.
- 26.8 The total points scored will be rounded off to the nearest 2 decimals.
- 26.9 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.
- 26.10 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.
- 26.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 26.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

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27. 1st Stage: Administrative compliance/Pre-qualification

- 27.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.
- 27.2 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-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.
- 27.3 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:
 - reject the bid Proposal in question and not to evaluate it at all;
 - give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal 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 Proposal;
 - 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 Proposal.
- 28. The following criteria shall apply:
 - 28.1 The bid documentation has been completed comprehensively and correctly.
 - 28.2 Declaration forms (SBD) must be signed.
 - 28.3 Bidders must be a legal entity (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
 - 28.4 Bidders must be registered on the Central Supplier Database (CSD)

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

#	Requirement	Co	mplied
		YES	NO
Α	Invitation to Bid (SBD1) completed and signed		
В	Pricing Schedule (SBD 3.1)		
С	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
Е	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
G	JV agreement (if applicable)		
Н	Registration in Central Supplier database (CSD) registration report to be submitted		

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

29 2nd stage of evaluation: Evaluation in terms of the stipulated minimum threshold for local production and content for Gutters; Steel & Plastic pipes.

- a. Bids will be evaluated in terms of the minimum threshold stipulated in the bid documents.
- b. The declaration made by the bidder in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C will be used.
- c. Bidders must take note that the DTI has the right to, as and when necessary, request for auditor's certificates confirming the authenticity of the declaration made in respect of local content.

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- d. The Department will verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content SBD 6.2. Incorrect information may invalidate your bid.
- e. Only bids that achieved the minimum threshold for local production and content will be evaluated further in terms of functionality and 80/20 preference point systems prescribed in Preferential Procurement Regulations, 2017.
- f. Only locally produced canned/ processed vegetables will be considered.
- g. The stipulated minimum threshold percentages for local production and content for the **Gutters; Steel & Plastic pipes**
- h. For further information, bidders may contact DTI at telephone 012 394 3717/1390.
- i. The exchange rate to be used for the calculation of local production and content must be the Rand dollar exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the bid
- j. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- k. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula;

$$LC = (1-x/y) *100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x must be converted using the Rand (ZAR)
 Dollar by using the exchange rate published by the SARB at 12:00 on date of advertisement of the bid
- m. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the calculation of Local Content together with the Local Content Declaration Templates (Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration)
- n. Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) are accessible to all potential bidders on the DTIs official website http://www.thedti.gov.za industrial development /ip.jsp at no cost.

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o. The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid

^{30. 3rd} Stage: B-BBEE and Price Points

Responsive bids which comply to the 3rd stage (functionality evaluation) will be evaluated on the 80/20 preference point system in terms of Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Preferential Regulations. The 80 points will be allocated for price and 20 points for attaining B-BBEE status level contributor.

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PART 2

Conditions of Contract and Operational Requirements

1 CONTRACT

The service provider 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). The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve service provider of any of its obligations under the contract.
- 2.2 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to service provider 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. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 The ECDoH's operational requirements. The service provider 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.
- **3.2 Problem identification and reporting.** The service provider 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.
- 3.3 Other Service Providers: The service provider 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.
- **3.4 Regulations and statutes:** The service providershall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

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

- 3.6 The service provider 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.
- 3.7 Should the ECDoH at any time believe that any member of service provider 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.
- 3.8 Contractor's procedures: The service providershall, 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;

- **3.9 Provision of Services in clean and tidy manner.** The service provider shall ensure that the Services are provided in a clean and tidy manner.
- 3.10 Service reports: The service provider 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 service provider is providing the Services in accordance with the terms and conditions of the contract.

4. HAZARDOUS MATERIALS

The service provider 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.

5. FIRE RISKS

The service provider 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.

6. ENERGY MANAGEMENT

The service provider 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.

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7. 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 service provider: -

- 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.

8. 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.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service provider 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 contain the manner in which contractor's performance will be measured throughout the term of the contract.

- **9.2 Compliance.** For purposes of the contract the compliance by service provider with the stipulated responsibilities and service standards will be determined: -
 - with reference to reports provided by service provider;
 - with reference to reports or complaints received from third parties;

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- 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.
- 9.3 Records. Service provider 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.

9.4 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 service provider 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 service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service prodiver. The service provider 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.
- 9.5 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 service provider 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 service provider can prove otherwise be binding on service provider and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. 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.

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11. LOSS AND DAMAGE

Service provider 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 service provider or the failure of service provider to provide the services in accordance with the provisions of the contract.

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PART 3

BID STRATEGY

1. OBJECTIVE

The main objective is to procure the hardware material for EMS at Amathole Health District, Eastern Cape Province.

2. BACKGROUND

The National Health Act, 61 of 2003 emphasises the need to foster good quality health services by developing structures to monitor the compliance of health establishments and agencies with health care standards. Sub Domain 7.4 states that, buildings and grounds are to be kept clean and hygienic to maximise safety and comfort.

The Department of Health – Amathole District intends to procure hardware material from a potential supplier. The department intends to enter into a Service Level Agreement with a successful Service Provider who is able to supply and deliver the required items at identified areas of Amathole District. The department's core business hours are from 08:00 to 16:30.

3. MATERIAL STANDARDS

- All material must be clearly labelled
- Section 43 of the OHS Act 1993 made a regulation in the Schedule 9A(1) to 10 (3) that every person who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonable practicable provide the person receiving such substance free of charge with a material safety data sheet containing all the information as contemplated in either ISO 1 1014 or ANSIZ400.1.1993 with regard to product and company identification, composition /information on ingredients, hazards identification, first aid measures, firefighting measures, accidental release measures, handling and storage, exposure control/personal protection, physical and chemical properties, stability and reactivity, toxicological info, ecological info, disposal considerations and other information. Suppliers must submit Material Safety Data Sheet of material/chemicals to be use
- Supply products that comply with SABS or SABS approved, OHSA, NEMA and Hazardous Chemical Substance Act 15 of 1973
- Supply environmentally friendly material that have no secondary effect on the environment and patients

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SPECIFICATION FOR HARDWARE MATERIAL

4. LIST OF MATERIAL REQUIRED

PEDDIE BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Masonate	3,6x120	10
2	Masonate	3m x120	6
3.	Rafters	3,6	15
4.	Rafters	6m	7
5.	Flat Cover Strip	30mmx5mm	12
6.	Door Frame	76mmx38mm	3
7.	Inside Doors	76mmx38mmx813mm	3
8.	Hinges	10mm steel	6
9.	Size 5 Wire Nails	Size 5 ,1kg	1
10.	Cladict Nails	2kg	1
11.	Door Locks	2 lever lock set	7
12.	Size 5 Steel Nails	1kg	1
13.	Window Blinds	1,450mm	10
14.	Masonate Cornice	3,6	6
15.	Size 5 Wire Nails	Size 5 , 3kg	1

PEDDIE-BASE PLUMBING

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Toilet Pan	BET-TCL008A	1
2	Toilet Cistern	6/9 LT White	2
3.	Pan Collar x110mm	110mm	1
4.	PVC Bands 90 Degrees x100mm (I.E.)	90 Degrees x100mm	2
5.	PVC Tee Juction x110mm (I.E)	Tee Juction x110mm	1
6.	PVC Vent Horn x110mmX50mm	110mmX50mm	1
7.	PVC Glue x100ml	100ml	1
8.	Aluminium Clamp x110mm	110mm	2
9.	PVC Pipe x110mm (White)6M	110mm (White)6M	1
10.	Polycopper Pipe 15mm, 6m	15mm ,6m	1
11.	Copper Elbows x15mm	15mm	3
12.	Ball-Stop x15mm	15mm	1
13.	Copper Female Adapter x15mm	15mm	1
14.	Flexi Connector 15mm	15mm	2
15.	PVC Holder Bat x15mm	15mm	5
16.	Threads Seal Tape	PVC Seal tape-12mx12.0.8	5
17.	Hacksaw Blades	300mm eclipse	3

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STUTTERHEIM BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Tile 500x500mm Stockholm Grey	500x500mm Stockholm Grey 0.200m2/ctn	
	0.200m2/ctn Grade 1st	Grade 1 st -M2	70
2	Bond-it 5l Tylon Grade	5l Tylon	5
3.	Tile Adhesive Ceramic L 20kg Tylon 19181	L 20kg Tylon	50
4.	Tile Grout Light Grey 5kg Tylon	5kg Tylon	5
5.	Window Frame Steel F7 NE4	F7 NE4	2
6.	Brick Plaster NFP Holed Perforated	34m2	200
7.	Paint Scrap Black Painted Handle 50mm	Handle 50mm Academy	
	Academy F7434		15
8.	Paint Roller Ecopile 225 Set equivalent to	Ecopile 225 Set	
	Academy		12
9.	Paint Roller Extension Pole 2.5 equivalent	Extension Pole 2.5	
	to Academy		12
10.	Paint Brush Millennium Layman 38mm	Layman 38mm	
	equivalent to Academy		2
11.	Paint Brush Millennium Layman 50mm	Layman 50mm	
	equivalent to Academy		5
12.	Paint Brush Millennium Layman 75mm	Layman 75mm	
	equivalent to Academy		2
13.	Polyfilla Interior 2kg polycell	2kg polycell	1
14.	Floor Paper Roller 30mm x1m P60	30mm x1m	5
15.	Universal Undercoat White 20l equivalent	Undercoat White 20l	
	to Medal		8
16.	Thinners Lacquer 750m equivalent to I	Lacquer 750m	
	Powafix		4
17.	Acrylic Matt Ocean Mist Wall and Ceiling	Mist Wall and Ceiling 20l	
	20l equivalent to equivalent to Duram		12

KIESKAMAHOEK BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Tile 350 x 350mm Costa Grey 0.200m2/ctn	250 v 250mm Costa Crov 0 200m2/stn	
	Grade 1st	350 x 350mm Costa Grey 0.200m2/ctn - M2	45
2	Tile 350 x 350mm Costa Ivory 0.200m2/ctn	250 v 250mm Costa Crov 0 200m2/stn	
	Grade 1st	350 x 350mm Costa Grey 0.200m2/ctn - M2	20
3.	Bond-it 5l Tylon	51	5
4.	Tile Adhesive Ceramic L 20, 20kg Tylon	Ceramic L 20, 20kg Tylon	50
5.	Tile Grout Lite Grey 5kg Tylon	Grout Lite Grey 5kg Tylon	5
6.	Space Tiles 5mm x Falcon FTSP064	5mm x Falcon	5
7.	Universal Undercoat White 20I equivalent	White 20l	
	to Medal		4
8.	Acrylic Matt River Stone Wall and Ceiling	201	
	20l equivalent to Duram		6

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9.	Paint Roller Ecopile 225mm Set equivalent	Ecopile 225mm	
	to Academy		6
10.	Paint Roller Extension Pole 2.5 equivalent	Extension Pole 2.5	
	to Academy		6
11.	Turpentine Mineral 5l	51	1
12.	Floor paper Roll 300mm x 1m P60	300mm x 1m	5
13.	Paint Brush Millennium Layman 38mm	38mm	
	equivalent to Academy		3
14.	Paint Brush Millennium Layman 50mm	50mm	
	equivalent to Academy		4
15.	Paint Brush Millennium Layman 75mm	75mm	
	equivalent to Academy		2
16.	Paint Scraper Black Painted Handle 50mm	50mm	
	equivalent to Academy		5
17.	Polyfilla Interior 2kg Polcell	2kg	1

ALICE BASE

•	ALICE BASE	CITE	OLIANITITY
No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Mel White	16mm 2750x 1830 A Grade	1
2	Cutting Charge	Dioplex 30mm	1
3.	Edging Impact White	1mm	18
4.	Screws Drywall	41mm (100)	1
5.	Screws Drywall	28mm(100)	1
6.	Screws Chipboard	8x16(100)	1
7.	Drawer Runner F/EXT	450mm	6
8.	Handle Bar S/Steel	128mm	7
9.	Handle Bar S/Steel	288mm	2
10.	Skirting Hardwood	75/3.6	18
11.	Nail in White Rimmed	6x70(10)	2
12.	Decor Cornice Adhesive White	310ml	16
13.	Cornice PS	12mmx6mmx2m Vine	32
14.	Underlay	1.5 Wide (P/M)	84
15.	Laminated Floor Sutter Oak	6mm 2.921m2	43
16.	PVC Ceiling Grey Stripe	3600x300mm 6mm	116
17.	Ct Trans	10XCT Trans B900	
18	Double velvet white	201	5
19	roller & tray set D/velvet equivalent to	10mm	
	Hamilton		10
20	brush professional equivalent to Hamilton	75mm	15
21	Universal undercoat UC1	20L	1
22	Super enamel golden brown	51	2
23	Floor sand roll	30mmx1mP100	15
24	Polycell polyfilla interior	12kg	1
25	Turpentine mineral	51	2
26	Wood primer pink	51	1

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BEDFORD BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Skirting Hardboard	75/3.6	5
2	Nail In White Rimmed	6x70 (10)	2
3.	Underlay	1.5 Wide (P/M)	13
4.	Laminated FLR Sutter Oak	6mm 2.921m2	7
5.	B/Bolt STR CP	75mm	2
6	Double velvet white	201	1
7	roller & tray set D/velvet equivalent to	10mm	
	Hamilton		5
8	brush professional equivalent to Hamilton	75mm	1
9	Polycell polyfilla interior Hamilton	2kg	1
10	Floor sand roll	300mm x1M P100	5

ADELAIDE BASE

No ITEM DESCRIPTION SIZE QUANTITY 1 PVC Weld 500ml 1 2 D/Bit Masonry equivalent to Eureka 6.0x100mm 1 3. D/Bit Masonry equivalent to Eureka 8.0x120mm 1 4. Drywall SCR CRSE THR 4.2X30MM Q700 1 5. 80mm Downpipe Belled equivalent to Eco 80mm -3m 5 6. Half Round Gutter Bracket equivalent to Eco 80mm -3m 5 7. Downpipe Holder Bat equivalent to Eco PVC 50mm-SV Bracket 6 8. Downpipe Shoe equivalent to Eco 155mm white 4 9. Downpipe Swanneck (PRS) equivalent to Eco 160mm 4 10. Gutter outlet equivalent to Eco SO503 Marley 2 11. Gutter Stop End equivalent to Eco Marley SE501 4 12. Gutter Union Clip equivalent to Eco UPVC 4 13. Gutter SABS PVC RO RO 6.0M DGH520 4 14. Hacksaw Blade 300mm 24TPI 2PC Lasher 1 15.		ADELAIDE BASE			
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8. Downpipe Shoe equivalent to Eco 155mm white 4 9. Downpipe Swanneck (PRS) equivalent to Eco 160mm 4 10. Gutter outlet equivalent to Eco SO503 Marley 2 11. Gutter Stop End equivalent to Eco Marley SE501 4 12. Gutter Union Clip equivalent to Eco UPVC 4 13. Gutter SABS PVC RO RO 6.0M DGH520 4 14. Hacksaw Blade 300mm 24TPI 2PC Lasher 1 15. Mel White 16mm 2750x1830 A Grade 9 16. Cutting Charge Dioplex 30mm 9 17. Edging Impact White 1mm 82 18. Masonite White 3.2mm 2440x1220 2 19. Cutting Charge Dioplex 30mm 2 20. Screws Drywall 41mm(100) 2 21. Screws Drywall 28mm(100) 1 22. Screws Chipboard 8x16(100) 1 23. Postform Top 3mm White Myriad 3600 x600 0.50 24. Handle Bar S/Steel 192mm 2 <		Eco		30	
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25. Handle Bar S/Steel 128mm 2 26. Skirting Hardwood 75/3.6 18 27. Door Townsend Moulded 4 Panel 1 28. Nail In White Rimmed 5x45(20) 2 29. Nail In White Rimmed 6x70(10) 3	23.	,	3mm White Myriad 3600 x600	0.50	
26. Skirting Hardwood 75/3.6 18 27. Door Townsend Moulded 4 Panel 1 28. Nail In White Rimmed 5x45(20) 2 29. Nail In White Rimmed 6x70(10) 3	24.	·	192mm		
27. Door Townsend Moulded 4 Panel 1 28. Nail In White Rimmed 5x45(20) 2 29. Nail In White Rimmed 6x70(10) 3	25.	Handle Bar S/Steel	128mm	2	
28. Nail In White Rimmed 5x45(20) 2 29. Nail In White Rimmed 6x70(10) 3	26.	Skirting Hardwood	75/3.6	18	
29. Nail In White Rimmed 6x70(10) 3	27.	Door Townsend Moulded	4 Panel	1	
\ ',	28.	Nail In White Rimmed	5x45(20)	2	
30. Nail In White Rimmed 8x100(15) 2	29.	Nail In White Rimmed	6x70(10)		
	30.	Nail In White Rimmed	8x100(15)	2	

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31.	Decor Cornice Adhesive	310ml White	15
32.	D/Bit Masonry equivalent to Eureka	8.0x120mm	1
33.	Drywall SCR CRSE THR	4.2X30MM Q700	2
34.	Prep Bowl equivalent to Kwikot Economy	400mm tap bowl	1
35.	Cornice PS	12mmx6mx2m Vine	33
36.	Underlay	1.5Wide(P/M)	36
37.	Laminated FLR Sutter Oak	6mm 2.921m2	19
38.	3L CP Lockset With S/Steel BB Hinges	3L	2
39.	Soudal Universal Silicone Clear	270ml	1
40.	PVC Ceiling Grey Stripe	3600x300mm 6mm	50
41.	Shelf Pine	380x2.4m/19mm	2
42.	Shelf Bracket	250x300 BJ (PAIR)	2
43	Double velvet white	201	3
44	Roller & tray set D/velvet equivalent to	10mm	
	Hamilton		10
45	Brush professional equivalent to Hamilton	75mm	8
46	Universal undercoat white	51	1
47	Polvin white	201	2
48	Floor sand roll	30mmx1m P100	5
49	Polycell polyfilla interior	12kg	1
50	Polvin base pastel	201	1
51	Wood primer pink	51	1
52	Professional gloss enamel white	51	1
53	Woodcare ultra-vanish gloss x33	51	1

FORT BEAUFORT BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Cornice equivalent to Rhino	75/3.6 MTR	10
2	Quadrant Hardwood	26 x 26/3m	7
3.	Skirting Hardwood	75/3.6	6
4.	Skirting Hardwood	75/3.6	7
5.	Nails SABS	1kg/100x4mm	3
6.	Door Townsend Moulded	4 Panel	1
7.	Cornice PS	12mmx6mmx2m Vine	11
8.	Underlay	15Wide (P/M)	18
9.	Laminated FLR Sutter Oak	6mm 2.921m2	10
10.	3L CP Lockset with S/Steel BB Hinges	3L	1
11.	PVC Ceiling Grey Stripe	3600x300mm 6mm	25
12.	Chipboard	2750x1830x16mm	5
13.	Nails SABS	500G/50x2.5mm	4
14.	Nail Masonry SABS	50X3.15MM 500G	6
15.	100mm Flush Hinges EB C	100mm	1
16.	EUR Coach Screw Galv	8x50mm	2
17.	EUR Wall Plug Nylon	10x50mm	2
18.	Fixation Bolts with Sleeve	8mm(F	2
19.	Drill Bit Wood	6.0mm x95mm	1
20.	Drill Bit Wood	8.0mm x115mm	1
21.	Pan Seal Wax Brown	Agrinet	1

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22.	Tape Thread	12mm x12m x0.08mm	2
23.	Screw IT GD	90ml White B/P	1
24.	PIPE Polycop	15mm P/M	25
25.	Copp. Elbow	15mm	6
26.	Ball O Stop CXC CP	15MM SAFF	3
27.	Pan White LL Afsan	90SAFF	2
28.	Pan Coller And Seal	110SV	2
29.	Toilet Seat equivalent to Metro	Leroy	2
30.	Cistern	9L LL ELF	2
31.	Copp. Tee	15mm	2
32.	Braided Connectors	15mmx350mm	2
33.	Junction	110*90 SV PL	1
34.	Bend Vent Horn	110x50x95AH	1
35.	Pipe	110 SV P/M	4
36.	Cistern Kit Beta C/C Bibo GD15B C	GD15B	1
37.	Head Round Clear Fitting	E27 round 250mm	4
38.	OsRam E/Saver 16W Bulb	16W Bulb	4
39.	D/Night Switch equivalent to Eurolux	220 VAC M197DAY -NIGHT	1
40.	Cable Clips	1.5mm	5
41	Double velvet white	201	2
42	Roller & tray set D/velvet equivalent to	10mm	
	Hamilton		5
43	brush professional equivalent to Hamilton	75mm	7
44	Universal undercoat white	51	1
45	Professional gloss enamel white	51	1
46	Floor sand roll	30mmx1m	5
47	Turpentine mineral	5l un	1
48	Policell polyfilla interior	12kg	1
59	Wood primer pink	51	1
50	Dry wall srews	3.5x30mm	1

BUTTERWORTH BASE

No	ITEM DESCRIPTION	SIZE	QUANTITY
1	Henkel tangit cement tube	100ml	1
2	Copper tube(domestic)	22x5.5 460m/0	1
3.	Polcop pipe	28x6m class 10	1
4.	Cobra compression reducer	d-68xs -35x28mm d 68xs-35x28	1
5.	Cobra compression straight coupler cxc d-	28mm d-1xs-28	
	1xs-		4
6.	Pvc ug bend	110x45 plain rebbed 1/8	
	FVC ug benu	c110sbp	2
7.	Pvc ug bend	110x90 plain rebbed 1/4	
		c110sbp	1
8.	Pvc sv bend	110x87 plain rr s11 ob	2
9.	Pvc sv bend	110x87 access vent horn rr	
		s110bvh	0.50
10.	Pvcpipe 50x6m plain new spec /e –spec	50x6m plain	2

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11. Duck and		50x87 plain sw new spec /e-spec	
	Pvc bend	w50b	2
12.	Pvc sv strap on boss sable	110x50 s110bc	1
13.	Pvc ug junction	110x45 plain ribbed c 110bc	1
14.	Due veriumetien	110x45 access right ribbed	
	Pvc ug junction	c110ssja	1
15	Polycop pipe	28x25m class 10	4
16	Pvc sv vent valve	110mm two way w110/2w	2
17.	Due south and	50x45 plain new spec / e-spec	
	Pvc sw bend	w50b	1
18.	Duguaning	110x6m plain normal buty	
	Pvc ug pipe	100kpa sabs	1
19.	Sv pipe 110x6m plain new spec /e-spec	110x6m plain	
	"poa"		1
20.	Genebre brassgate valve	25mm fxf pn20 blue handle 3221	4
21.	Genebre premlium ptfe tape	12x12mm x0.075mm	1
22.	Small 030492 plumline pipe lubricant soft	Small 030492- 500g	
	soap		1
23.	Brass compression elbow	22mm cxc	3
24.	Brass compression equal tee	28mm cxcxc	1
25.	Brass compression str female coupler	28mm cxfi	1
26.	Brass compression str male coupler	28mm mixc	2

DELIVERY PLACE: EMS BASES OF AMATHOLE HEALTH DISTRICT FACILITIES. Delivery to be done within 7 days after the supplier received purchase order.

DELIVERY TIME: FROM 8H00 - 16H00 MONDAY TO FRIDAY

LEGAL FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special conditions of Contract are in conflict with the General conditions of Contract, the Special conditions of contract prevail.

Counter Offers

Bidder's attention is drawn to the fact that counter offers with regard to any of the above-mentioned Special Conditions will invalidate such bid.

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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.

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TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties

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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.
- "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.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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- **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 Terms of Reference.

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 Terms of Reference, 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

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Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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- 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.
- 9.1 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;

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- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- furnishing of a detailed operations and maintenance manual (c) for each appropriate unit of the supplied goods;
- performance or supervision or maintenance and/or repair of (d) 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:
 - such spare parts as the purchaser may elect to purchase from the (a) 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 Terms of Reference 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 Terms of Reference) 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

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- 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.
 - 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.
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- **18. Contract Amendments** 18.1
 - No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- **19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- **20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance 21.1

- Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties,

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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:

- if the supplier fails to deliver any or all of the goods within (a) the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
- if the Supplier fails to perform any other obligation(s) under (b) the contract; or
- if the supplier, in the judgment of the purchaser, has (c) 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

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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

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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

 Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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- 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.

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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.

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Part 5 – Schedule B

CENTRAL SUPPLIER DATABASE (CSD)

IT IS A CONDITION OF BIDDING: -

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

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Part 5 - Schedule C Pricing Schedule

SBD 3.3

PRICING SCHEDULE (FIRM PRICES)

NAME OF BIDDER:	BID NO.: SCMU3-P21/22-1376-EMSAM CLOSING DATE:

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY
NO *(ALL APPLICABLE TAXES INCLUDE

REQUEST FOR THE SUPPLY AND DELIVERY OF HARDWARE MATERIAL FOR EMSAM

NO.1 PEDDIE BASE

Item	Size	Quantity	Unit Price	Total Cost
Masonate	3,6x120	10		
Masonate	3m x120	6		
Rafters	3,6	15		
Rafters	6m	7		
Flat Cover Strip	30mmx5mm	12		
Door Frame	76mmx38mm	3		
Inside Doors	76mmx38mmx813mm	3		
Hinges	10mm steel	6		
Size 5 Wire Nails	Size 5 ,1kg	1		
Cladict Nails	2kg	1		
Door Locks	2 lever lock set	7		
Size 5 Steel Nails	1kg	1		
Window Blinds	1,450mm	10		
Masonate Cornice	3,6	6		
Size 5 Wire Nails	Size 5 , 3kg	1		
Toilet Pan	BET-TCL008A	1		
Toilet Cistern	6/9 LT White	2		
Pan Collar x110mm	110mm	1		
PVC Bands 90 Degrees x100mm (I.E.)	90 Degrees x100mm	2		
PVC Tee Juction x110mm (I.E)	Tee Juction x110mm	1		

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PVC Vent Horn x110mmX50mm	110mmX50mm	1
PVC Glue x100ml	100ml	1
Aluminium Clamp x110mm	110mm	2
PVC Pipe x110mm (White)6M	110mm (White)6M	1
Polycopper Pipe 15mm, 6m	15mm ,6m	1
Copper Elbows x15mm	15mm	3
Ball-Stop x15mm	15mm	1
Copper Female Adapter x15mm	15mm	1
Flexi Connector 15mm	15mm	2
PVC Holder Bat x15mm	15mm	5
Threads Seal Tape	PVC Seal tape- 12mx12.0.8	5
Hacksaw Blades	300mm eclipse	3
Total Amount		
VAT		
Total Cost (VAT Incl)		

NO. 2: STUTTERHEIM BASE

Item	Size	Quantity	Unit Price	Total Cost
Tile 500x500mm Stockholm Grey 0.200m2/ctn Grade 1 st	500x500mm Stockholm Grey 0.200m2/ctn Grade 1 st -M2	70		
Bond-it 5l Tylon Grade	5l Tylon	5		
Tile Adhesive Ceramic L 20kg Tylon 19181	L 20kg Tylon	50		
Tile Grout Light Grey 5kg Tylon	5kg Tylon	5		
Window Frame Steel F7 NE4	F7 NE4	2		
Brick Plaster NFP Holed Perforated	34m2	200		

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Data Carra Blad			<u> </u>	I
Paint Scrap Black	Handle 50mm			
Painted Handle	Academy			
50mm Academy				
F7434		15		
Paint Roller Ecopile	Ecopile 225 Set			
225 Set equivalent				
to Academy		12		
Paint Roller	Extension Pole			
Extension Pole 2.5	2.5			
equivalent to				
Academy		12		
Paint Brush	Layman 38mm			
Millennium Layman				
38mm equivalent				
to Academy		2		
Paint Brush	Layman 50mm			
Millennium Layman	,			
50mm equivalent				
to Academy		5		
Paint Brush	Layman 75mm			
Millennium Layman				
75mm equivalent				
to Academy		2		
Polyfilla Interior	2kg polycell			
2kg polycell	ZKg polycell	1		
Floor Paper Roller	30mm x1m	-		
30mm x1m P60	John XIII	5		
Universal	Undercoat			
Undercoat White	White 20l			
20l equivalent to	Willie 201			
Medal		8		
Thinners Lacquer	Lacquer 750m	0		
750m equivalent to	Lacquei / Juili			
I Powafix		4		
Acrylic Matt Ocean	Mist Wall and	7		
Mist Wall and	Ceiling 20l			
Ceiling 201	Cennig 201			
equivalent to				
equivalent to				
Duram		12		
Durain		14		
Tatal Aur : :				
Total Amount				
VAT				
Total Cost (VAT				
Incl)				

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No. 3 KIESKAMMAHOEK BASE

Item	Size	Quantity	Unit Price	Total Cost
		Quantities		
Tile 350 x 350mm	350 x 350mm			
Costa Grey	Costa Grey			
0.200m2/ctn	0.200m2/ctn -			
Grade 1st	M2	45		
Tile 350 x 350mm	350 x 350mm			
Costa Ivory	Costa Grey			
0.200m2/ctn	0.200m2/ctn -			
Grade 1st	M2	20		
Bond-it 5l Tylon				
,	51	5		
Tile Adhesive	Ceramic L 20,			
Ceramic L 20,	20kg Tylon			
20kg Tylon	,	50		
Tile Grout Lite	Grout Lite Grey			
Grey 5kg Tylon	5kg Tylon	5		
Space Tiles 5mm x	5mm x Falcon			
Falcon FTSP064		5		
Universal	White 20l			
Undercoat White				
20l equivalent to				
Medal		4		
Acrylic Matt River	201			
Stone Wall and				
Ceiling 20l				
equivalent to				
Duram		6		
Paint Roller	Ecopile			
Ecopile 225mm	225mm			
Set equivalent to				
Academy		6		
Paint Roller	Extension Pole			
Extension Pole	2.5			
2.5 equivalent to				
Academy		6		
Turpentine	51			
Mineral 5l		1		
Floor paper Roll	300mm x 1m			
300mm x 1m P60		5		
Paint Brush	38mm			
Millennium				
Layman 38mm				
equivalent to				
Academy		3		

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Paint Brush	50mm		
Millennium			
Layman 50mm			
equivalent to			
Academy		4	
Paint Brush	75mm		
Millennium			
Layman 75mm			
equivalent to			
Academy		2	
Paint Scraper	50mm		
Black Painted			
Handle 50mm			
equivalent to			
Academy		5	
Polyfilla Interior	2kg		
2kg Polcell		1	
Total Amount			
VAT			
Total Cost (VAT			
Incl)			

NO 4 ALICE BASE

Item	Size	Quantity	Unit Price	Total Cost
Mel White	16mm 2750x			
ivier writte	1830 A Grade	1		
Cutting Charge	Dioplex 30mm	1		
Edging Impact	1mm			
White	1111111	18		
Screws Drywall	41mm (100)	1		
Screws Drywall	28mm(100)	1		
Screws	8x16(100)			
Chipboard		1		
Drawer Runner	450mm			
F/EXT		6		
Handle Bar	128mm			
S/Steel		7		
Handle Bar	288mm			
S/Steel		2		
Skirting	75/3.6			
Hardwood		18		
Nail in White	6x70(10)			
Rimmed		2		

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Decor Cornice	310ml		
Adhesive White		16	
Cornice PS	12mmx6mmx2m		
Cornice 13	Vine	32	
Underlay	1.5 Wide (P/M)	84	
Laminated Floor	6mm 2.921m2		
Sutter Oak		43	
PVC Ceiling Grey	3600x300mm		
Stripe	6mm	116	
Ct Trans	10XCT Trans		
CUITAIIS	B900		
Double velvet	201		
white		5	
roller & tray set	10mm		
D/velvet			
equivalent to			
Hamilton		10	
brush	75mm		
professional			
equivalent to			
Hamilton		15	
Universal	20L		
undercoat UC1		1	
Super enamel	51		
golden brown		2	
Floor sand roll	30mmx1mP100	15	
Polycell polyfilla	12kg		
interior		1	
Turpentine	5l		
mineral		2	
Wood primer	51		
pink		1	
•			
Total Amount			
VAT			
Total Cost (VAT			
Incl)			

NO. 5 BEDFORD BASE

Item	Size	Quantity	Unit Price	Total Cost
Skirting	75/3.6			
Hardboard	/5/3.0	5		
Nail In White	6x70 (10)			
Rimmed	6X/U (1U)	2		
Underlay	1.5 Wide (P/M)	13		

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Laminated FLR	6mm 2.921m2		
Sutter Oak		7	
B/Bolt STR CP	75mm	2	
Double velvet	201		
white		1	
roller & tray set	10mm		
D/velvet			
equivalent to			
Hamilton		5	
brush	75mm		
professional			
equivalent to			
Hamilton		1	
Polycell polyfilla	2kg		
interior Hamilton		1	
Floor sand roll	300mm x1M		
11001 30110 1011	P100	5	
Total Amount			
VAT			
Total Cost (VAT			
Incl)			

NO. 6 ADELAIDE BASE

Item	Size	Quantity	Unit Price	Total Cost
PVC Weld	500ml	1		
D/Bit Masonry				
equivalent to	6.0x100mm			
Eureka		1		
D/Bit Masonry				
equivalent to	8.0x120mm			
Eureka		1		
Drywall SCR CRSE	4.2X30MM Q700			
THR		1		
80mm Downpipe	80mm -3m			
Belled equivalent				
to Eco		5		
Half Round	2.4x125x100mm			
Gutter Bracket				
equivalent to Eco		30		
Downpipe Holder	PVC 50mm-SV			
Bat equivalent to	Bracket			
Eco		6		
Downpipe Shoe	155mm white			
equivalent to Eco		4		

	SIGNATURE	DATE
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REVIEWED BY:		
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Downpipe	160mm		
Swanneck (PRS)	10011111		
equivalent to Eco		4	
Gutter outlet	SO503 Marley		
equivalent to Eco	30303 Iviality	2	
•	Marley SE501	2	
Gutter Stop End	Mariey SESUI	4	
equivalent to Eco	LIDVIC	4	
Gutter Union Clip	UPVC	4	
equivalent to Eco	50.4	4	
Gutter SABS PVC	RO 6.0M	_	
RO	DGH520	4	
Hacksaw Blade	300mm 24TPI		
	2PC Lasher	1	
	16mm		
Mel White	2750x1830 A		
	Grade	9	
Cutting Charge	Dioplex 30mm	9	
Edging Impact	1mm		
White		82	
Masonite White	3.2mm		
iviasoffice vvilice	2440x1220	2	
Cutting Charge	Dioplex 30mm	2	
Screws Drywall	41mm(100)	2	
Screws Drywall	28mm(100)	1	
Screws	8X16(100)		
Chipboard		1	
	3mm White		
Postform Top	Myriad 3600		
	x600	0.50	
Handle Bar	192mm		
S/Steel		2	
Handle Bar	128mm		
S/Steel		2	
Skirting	75/3.6		
Hardwood		18	
Door Townsend	4 Panel		
Moulded		1	
Nail In White	5x45(20)		
Rimmed	JA 15(20)	2	
Nail In White	6x70(10)	_ _	
Rimmed	5X70(10)	3	
Nail In White	8x100(15)	<u> </u>	
Rimmed	0,100(13)	2	
Decor Cornice	310ml White	_	
Adhesive	STOIM WINGE	15	
	9 0v120mm	13	
D/Bit Masonry	8.0x120mm		
equivalent to		1	
Eureka		1	

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(CHAIRPERSON)		

Dmm.all CCD CDCE	4 27201414 0700		1	
Drywall SCR CRSE	4.2X30MM Q700	2		
THR	400	2		
Prep Bowl	400mm tap bowl			
equivalent to				
Kwikot Economy		1		
Cornice PS	12mmx6mx2m			
	Vine	33		
Underlay	1.5Wide(P/M)	36		
Laminated FLR	6mm 2.921m2			
Sutter Oak		19		
3L CP Lockset	3L			
With S/Steel BB				
Hinges		2		
Soudal Universal	270ml			
Silicone Clear		1		
PVC Ceiling Grey	3600x300mm			
Stripe	6mm	50		
Shelf Pine	380x2.4m/19mm	2		
Chalf Duadlat	250x300 BJ			
Shelf Bracket	(PAIR)	2		
Double velvet	201			
white		3		
Roller & tray set	10mm			
D/velvet				
equivalent to				
Hamilton		10		
Brush	75mm			
professional				
equivalent to				
Hamilton		8		
Universal	51			
undercoat white		1		
Polvin white	201	2		
Floor sand roll	30mmx1m P100	5		
Polycell polyfilla	12kg			
interior		1		
Polvin base pastel	201	1		
Wood primer	51			
pink		1		
Professional gloss	51			
enamel white		1		
Woodcare ultra-	51			
vanish gloss x33		1		
0				
Total Amount				
VAT				

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APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Total Cost (VAT		
Incl)		

No. 7 FORT BEAUFORT BASE

Item	Size	Quantity	Unit Price	Total Cost
Cornice equivalent	75/3.6 MTR			
to Rhino		10		
Quadrant Hardwood	26 x 26/3m	7		
Skirting Hardwood	75/3.6	6		
Skirting Hardwood	75/3.6	7		
Nails SABS	1kg/100x4mm	3		
Door Townsend	4 Panel			
Moulded		1		
Cornice PS	12mmx6mmx2m			
Cornice F3	Vine	11		
Underlay	15Wide (P/M)	18		
Laminated FLR	6mm 2.921m2			
Sutter Oak		10		
3L CP Lockset with	3L			
S/Steel BB Hinges		1		
PVC Ceiling Grey	3600x300mm			
Stripe	6mm	25		
Chipboard	2750x1830x16mm	5		
Nails SABS	500G/50x2.5mm	4		
Nail Masonry SABS	50X3.15MM 500G	6		
100mm Flush Hinges	100mm			
EB C		1		
EUR Coach Screw	8x50mm			
Galv		2		
EUR Wall Plug Nylon	10x50mm	2		
Fixation Bolts with	8mm(F			
Sleeve		2		
Drill Bit Wood	6.0mm x95mm	1		
Drill Bit Wood	8.0mm x115mm	1		
Pan Seal Wax Brown	Agrinet	1		
Tana Throad	12mm x12m			
Tape Thread	x0.08mm	2		
Screw IT GD	90ml White B/P	1		
PIPE Polycop	15mm P/M	25		
Copp. Elbow	15mm	6		
Ball O Stop CXC CP	15MM SAFF	3		
Pan White LL Afsan	90SAFF	2		
Pan Coller And Seal	110SV	2		
Toilet Seat	Leroy			
equivalent to Metro	,	2		
Cistern	9L LL ELF	2		

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(CHAIRPERSON)		

Copp. Tee	15mm	2	
Braided Connectors	15mmx350mm	2	
Junction	110*90 SV PL	1	
Bend Vent Horn	110x50x95AH	1	
Pipe	110 SV P/M	4	
Cistern Kit Beta C/C	GD15B		
Bibo GD15B C		1	
Head Round Clear	E27 round 250mm		
Fitting		4	
OsRam E/Saver 16W	16W Bulb		
Bulb		4	
D/Night Switch	220 VAC		
equivalent to	M197DAY -NIGHT		
Eurolux		1	
Cable Clips	1.5mm	5	
Double velvet white	201	2	
Roller & tray set	10mm		
D/velvet equivalent			
to Hamilton		5	
brush professional	75mm		
equivalent to			
Hamilton		7	
Universal undercoat	51		
white		1	
Professional gloss	51		
enamel white		1	
Floor sand roll	30mmx1m	5	
Turpentine mineral	5l un	1	
Policell polyfilla	12kg		
interior		1	
Wood primer pink	51	1	
Dry wall srews	3.5x30mm	1	
Total Amount			
VAT			
Total Cost (VAT			
Incl)			

No. 8 BUTTERWORTH BASE

Item	Size	Quantity	Unit Price	Total Cost
Henkel tangit cement	100ml			
tube	1001111	1		
Copper	22x5.5 460m/0			
tube(domestic)	22x3.3 460111/0	1		
Polcop pipe	28x6m class 10	1		

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	1.00		
Cobra compression	d-68xs -		
reducer	35x28mm d		
	68xs-35x28	1	
Cobra compression	28mm d-1xs-28		
straight coupler cxc			
d-1xs-		4	
	110x45 plain		
Pvc ug bend	rebbed 1/8		
	c110sbp	2	
Pvc ug bend	110x90 plain		
	rebbed 1/4		
	c110sbp	1	
Pvc sv bend	•	1	
PVC SV Dellu	110x87 plain rr		
	s11 ob	2	
Pvc sv bend	110x87 access		
	vent horn rr		
	s110bvh	0.50	
Pvcpipe 50x6m plain	50x6m plain		
new spec /e –spec		2	
	50x87 plain sw		
Pvc bend	new spec /e-		
	spec w50b	2	
Pvc sv strap on boss	110x50 s110bc		
sable		1	
34310	110x45 plain	-	
Pvc ug junction	ribbed c 110bc	1	
		1	
Duguajunation			
Pvc ug junction	right ribbed		
	c110ssja	1	
Polycop pipe	28x25m class 10	4	
Pvc sv vent valve	110mm two		
1 ve sv vent valve	way w110/2w	2	
	50x45 plain new		
Pvc sw bend	spec / e-spec		
	w50b	1	
	110x6m plain		
Pvc ug pipe	normal buty		
	100kpa sabs	1	
Sv pipe 110x6m plain	110x6m plain		
new spec /e-spec	TTOXOTTI PIGITI		
"poa"		1	
μοα	25mm fxf pn20	1	
Genebre brassgate			
valve	blue handle		
	3221	4	
Genebre premlium	12x12mm		
ptfe tape	x0.075mm	1	

	SIGNATURE	DATE
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Small 030492	Small 030492-		
plumline pipe	500g		
lubricant soft soap		1	
Brass compression	22mm cxc		
elbow		3	
Brass compression	28mm cxcxc		
equal tee		1	
Brass compression	28mm cxfi		
str female coupler		1	
Brass compression	28mm mixc		
str male coupler		2	
Total Amount			
VAT			
Total Cost (VAT Incl)			

TOTAL PRICE (SCMU3-P21/22-01; R	OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO. 376-EMSAM
·	(Amount brought forward from Form of Offer and Acceptance) *
AMOUNT IN W	ORDS
Signed by aut	horized representative of the Tenderer:

*Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply

Any enquiries regarding bidding procedures may be directed to the -

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Mr M. Bushula 19 St James Road Southernwood East London

Tel: 043 7076714

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	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 – Schedule D 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 proposal 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

1999 (Act No. 1 of 1999); (b) any municipality or municipal entity;

(c) provincial legislature;

(e) Parliament.

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, shareholder ² , 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"	
	(a) any national or provincial department, national or provincial public entity or

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(d) national Assembly or the national Council of provinces; or

	SIGNATURE	DATE
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REVIEWED BY:		
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	eholder" means a person who owns shares in the ogement of the enterprise or business and exercises o		
2.7	Are you or any person connected with the bidder presently employed by the state?		YES / NO
2.7.1	If so, furnish the following particulars:		
	Name of person / director / trustee / shareholder/ n	nember:	
	Name of state institution at which you or the persor 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 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 document?	bid	YES / NO
	(Note: Failure to submit proof of such authority, whapplicable, may result in the disqualification of the base of		
2.7.2.2	If no, furnish reasons for non-submission of such pr	oof:	
2.8	Did you or your spouse, or any of the company's directrustees / shareholders / members or their spouses business with the state in the previous twelve mont	conduct	S / NO
2.8.1	If so, furnish particulars:		
2.9	Do you, or any person connected with the bidder, h any relationship (family, friend, other) with a persor		6 / NO
	58	SIGNATURE	DATE
	DRAFTED BY:		
	REVIEWED BY:		
	APPROVED BY BSC COMMITTEE		1

(CHAIRPERSON)

	2.9.1	the evaluation an If so, furnish part	state and who may d or adjudication of ciculars.	this bid?	า		
10	awa any who	are of any relations other bidder and a	n connected with the chip (family, friend, chip person employed with the evaluation	other) between ed by the state		res/NO	
2.10.1		o, furnish particula		 			
(of the	company have any	ectors / trustees / sl interest in any other pidding for this cont	er related compa		res/NO	
.11.1	If so, f	urnish particulars:					
_	ull det Full N		/ trustees / mem Identity Number	Personal	Income Reference	State Number	Employee
-			Number	Tax Number		Number	
-			Number			Number	,
-			Number			Number	,
- - -			Number			Number	,
-			Number			Number	,
-			Number			Number	
-			Number			Number	
-	4	DECLARATION	Number			Number	

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	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

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

Name of bidder

Position

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 - Schedule E

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.
- 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.
- 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?	Yes	No
	(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).		
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)? 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	Yes	No
	number (012) 3265445.		
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	No
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	No
4.4.1	If so, furnish particulars:		

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)	
CERTIFY THAT THE INFORMATION FURNIS CORRECT.	SHED ON THIS DECLARATION FORM IS TRUE AND
I ACCEPT THAT, IN ADDITION TO CANCEL AGAINST ME SHOULD THIS DECLARATION	LATION OF A CONTRACT, ACTION MAY BE TAKEN I PROVE TO BE FALSE.
Signature	
Position	Name of Bidder

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 – Schedule F CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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.
- 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 bidrigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
- 6. Includes price quotations, advertised competitive bids, limited bids and proposals.
- 7. 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.

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

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 re	espect:
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.

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. 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.
- 11. 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

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

Part 5 - Schedule G

Qualifications and Experience 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 alue	Contact Person	Contact Number
	Start	End			1
	Date	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 :

NAME IN CAPITALS

SIGNATURE OF (ON BEHALF OF) BIDDER

1.

In the presence of:

1.

2.

00		
	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 – Schedule H Organisational Structure

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					
	2.			,			
		ADDRESS					
		ID NUMBER:			 	 	
	3.	NAME	:			 	
		ADDRESS	:		 	 	
		ID NUMBER:			 	 	
	4.				 	 	
		ADDRESS	:		 	 	
		ID NUMBER:			 	 	
	5.	NAME	:				
		ADDRESS	:		 	 	
		ID NUMBER:				 	
						ALF OF) BID	DDER
In the	a proco	nce of :			E IN CAPI		•••••
TII UIE	e prese	nce or :					
1.							
2.							

0/		
	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

	Organizat	tional structure
1.	Provide full details of the organizational str (including where appropriate an organogra	ucture which will be utilized in the provision of the Services m)
		SIGNATURE OF (ON BEHALF OF) BIDDER
		NAME IN CAPITALS
In th	e presence of :	
1.		
2.		

00		
	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 – Schedule I 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 us	sed by supplier :
		SIGNATURE OF (ON BEHALF OF) BIDDER
		NAME IN CAPITALS
In tl	he presence of :	
1.		
2.		

	SIGNATURE	DATE
DRAFTED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE		
(CHAIRPERSON)		

Part 5 — Schedule J 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 and.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service:	
Name of bidder:	
Bid Number:	
	FINANCIAL POSITION OF BIDDER
	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.
	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.
NAME OF	
FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	
	SIGNATURE OF (ON BEHALF OF) BIDDER
In the presence of:	NAME IN CAPITALS
1	
2	

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	SIGNATURE	DATE
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REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ______ preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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

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bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. **DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **(e) "EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - **3)** Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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:

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

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

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	YES NO		
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 NO v) Specify, by ticking the appropriate box, if subcontracting with Preferential Procurement Regulations, 2017:		
Des	ignated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black	people	√	√
	people who are youth		
	people who are women		
	people with disabilities		
Black	people living in rural or underdeveloped areas or townships		
	erative owned by black people		
Black	people who are military veterans		
	OR		
Any E Any Ç			
).	DECLARATION WITH REGARD TO COMPANY/FIRM		
.1	Name of company/firm:		
.2	VAT registration number:		
.3	Company registration number:		
.4	TYPE OF COMPANY/ FIRM		
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 		
3.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		

Will any portion of the contract be sub-contracted?

7.1

	SIGNATURE	DATE
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APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

СО	MPANY	CLASSIFICATION
	Supp Profe Othe	ufacturer olier essional service provider er service providers, e.g. transporter, etc. CABLE BOX]
Tot	tal numl	per of years the company/firm has been in business:
tha	the po	undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify pints claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / ν ledge that:
i)	The in	formation furnished is true and correct;
ii)	•	reference points claimed are in accordance with the General Conditions as indicated in ${ m caph}\ 1$ of this form;
iii)	1.4 an	event of a contract being awarded as a result of points claimed as shown in paragraphs $d\ 6.1$, the contractor may be required to furnish documentary proof to the satisfaction of rchaser that the claims are correct;
iv)	any of	B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or the conditions of contract have not been fulfilled, the purchaser may, in addition to any 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 <i>audi alteram partem</i> (hear the other side) rule has been applied; and
	(e)	forward the matter for criminal prosecution

SBD 6.2

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DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip. jsp at no cost.

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- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
 - 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Gutters	100%
Steel	100%
Plastic pipes	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

VEC NO	
TES INO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. **ISSUED** BY: Authority Institution): (Procurement NB 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder. 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) **below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. do hereby declare, in my capacity as of(name of bidder entity), the following: The facts contained herein are within my own personal knowledge. (b) I have satisfied myself that: (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration

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Bid price, excluding VAT (y)

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R

Imported content (x), as calculated in terms of SATS 1286:2011	R	
Stipulated minimum threshold for local content (paragraph 3 above)		
Local content %, as calculated in terms of SATS 1286:2011		

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:	DATE:
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

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SATS 1286,2011					cluded from all									Total Imported			(C19)								R	R		
					Note: VAT to be excluded from all	calculations						Tender summary		Total exemnted	imported content		(C18)						~	R	(C23) Total Imported content R	(C24) Total local content R	(C25) Average local content % of tender	
												Tend		Total tender	value		(C17)					8	(C21) Total Exempt imported content R	(C22) Total Tender value net of exempt imported content R	(C23) Tota	(C24)	25) Average local co	
				,										Tender	ð	;	(C16)					nder value	otal Exempl	t of exempt			3	
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	(ပ္	Cummar												Local value		(C14)							(C22) Total Te				
		Annex C	acitardo	מומומ						GBP		ocal conten		Imported	value		(C13)											
			olihodo yazami o nojtarajoo tantao jana									Calculation of local content	Tendervalue	netof	exempted	imported	(C12)											
			120							EU		cs		Exempted	imported	valne	(C11)											
														Tender price	- each	(excl VAT)	(C10)											
										Pula					sms								ax B					
						ou:	uct(s)	::	name:	Rate:	ontent %				List of items		(60)						Jerer from Anne					
					Tender No.	Tender description:	Designated product(s)	Tender Authority:	Tendering Entity name:	Tender Exchange Rate:	Specified local content %			Tenderitem	s _{ou}		(83)						Signature of tenderer from Annex B				Date:	
					(23)		(C3)	(C4) Te	(CS)	(9D)	(2)												\S\				۵	
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