



Province of the  
**EASTERN CAPE**  
HEALTH

Office of Supply Chain Management\* Mthatha Hospital Complex\* • Level 2 • Nelson Mandela Academic Hospital • Sissons Street -Fortgale • Mthatha • Eastern Cape Private Bag X 5152 • Mthatha • 5099 •  
REPUBLIC OF SOUTH AFRICA Tel.: +27 (0)47 5024489/87/88/ • Fax: +27 (0)86 215 5713 •

**ADVERTISEMENT**

**23 AUGUST 2021**

**REQUEST FOR QUOTATIONS**

**Bid Number: SCMU3 –P21/22-1194-NMA**

**QUOTATIONS ARE HEREBY INVITED FROM INTERESTED SERVICE PROVIDERS TO SUPPLY NESLSON MADELA ACADEMIC HOSPITAL WITH THE FOLLLOWING SERVICES: SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NMAH**

**COMPANIES SHOULD TAKE NOTE OF THE FOLLOWING:**

Submit CSD Registration Report and B-BBEE Certificate if the status level of contribution is not mentioned on the CSD Registration Report.

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Revised Preferential Procurement Regulations, 2011. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**CLOSING: 01 SEPTEMBER 2021 @11h00**

Bid Document to be collected at Nelson Mandela Academic Hospital, Level 2, Room B/2/D88 (**Free Document**). All responses must be deposited in the **Tender Box, Level 2, Nelson Mandela Academic Hospital, and Mthatha** for the attention of **Mr. Pheko S.** at 047 502 4485/88/89. **All proposals / quotations must be submitted in clearly marked sealed envelope (with Bid Number, Service, Name of Supplier and address) NB: PLEASE BIND/STAPLE THE DOCUMENT TO PREVENT LOSS OF YOUR COPIES OR PAGES.**

  
MS H.N. MFENGUZA  
HEAD: SUPPLY CHAIN MANAGEMENT  
NELSON MANDELA ACADEMIC HOSPITAL

23/08/2021  
DATE

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON MANDELA ACADEMIC HOSPITAL**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HEALTH EASTERN CAPE/ NELSON MANDELA ACADEMIC HOSPITAL)</b>					
BID NUMBER:	SCMU3-P21/22-1194 NMA		CLOSING DATE:	01 SEPTEMBER 2021	CLOSING TIME: 11h00
DESCRIPTION	SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON MANDELA ACADEMIC HOSPITAL				
BRIEFING	Not Applicable				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NELSON MANDELA ACADEMIC HOSPITAL					
SUPPLY CHAIN MANAGEMENT UNIT LEVEL 2					
NO 3 SISSONS STREET, FORTGALE , MTHATHA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr S Volwana		CONTACT PERSON	MR PHEKO S	
TELEPHONE NUMBER	047 502 4453		TELEPHONE NUMBER	047 502 4485	
FAX NUMBER	047 502 4968		FAX NUMBER	047 502 4968	
E-MAIL ADDRESS			E-MAIL ADDRESS	Siphelo.pheko@echealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

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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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY  
RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(PROOF OF AUTHORITY MUST BE SUBMITTED E.G. COMPANY RESOLUTION)

DATE: .....

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**DEFINITIONS**

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

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

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



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**BID CONDITIONS**

1. Without limitation to any other rights of the Eastern Cape Department of Health (ECDoH) (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:
  - 1.1 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;
  - 1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
  - 1.3 Reject all responses submitted by bidders and to embark on a new bid process.
  - 1.4 Award the bid to one or more bidder/s. The difference in point score should not exceed 5% between the lowest and highest point scorer, however the purchaser reserves the right to review the percentage difference. The purchaser reserves the right to take into consideration stock availability.
  - 1.5 The quantities reflected in the bid document are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract. The actual requirement is based on the need and funding availability of the hospital.
  - 1.6 Stock is required for immediate need but a very competitive price for a delivery of 4 – 6 weeks. Early delivery will be preferred without compromising the cost of the requirement.
  - 1.7 Bidder must therefore state precisely the delivery lead time from purchase order
  - 1.8 Price must include supply and delivery commodities to Nelson Mandela Academic Hospital.
  - 1.9 The bidder shall use the prevailing Rate of Exchange (RoE) based on the South African Reserve Bank at 12:00 on the **date of advertisement of the bid** to price imported content offered in this bid.
  - 1.10 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates at 12:00 on **the date of the quote**.
  - 1.11 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier may request an updated quote (if more) or the Department may request an updated rate (if less).
  - 1.12 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchase order and the date of the invoice settlement, shall be absorbed by the Supplier
  - 1.13 Any request for price changes or rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates, by providing printouts of the South African Reserve Bank rates.

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

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

**2. OFFER AND SPECIAL CONDITIONS**

**2.1** Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

**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 original valid CSD report be submitted with 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 date and 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.

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

**4. ENQUIRIES**

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

**5. CURRENT CSD REPORT**

The bidder should attach to the bid document a current compliant CSD report

**6. PRICING**

**6.1** 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 document.

**6.2** Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX (VAT)** as follows: Price, Vat, Total.

**7. DECLARATION OF INTEREST**

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



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

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

**9. QUALIFICATIONS OF BIDDERS**

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with current contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

**10. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and addresses 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 G.

**11. CONSORTIUM / JOINT VENTURE**

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

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

11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 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;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.

11.2.7 Each party to the Consortium must submit valid original Tax Clearance Certificate.

**12. ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorised 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

**13. 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 Institution 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.

**14. 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 Part 5- Schedule J.

**15. PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule K 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. **The 80/20 preferential point system will be applicable to this bid.**

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**16. VALIDITY**

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

**17. ACCEPTANCE OF BIDS**

The DoH/State 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 Department even if it implies a waiver by the DOH/State, of certain requirements which the DOH/State, considers to be of minor importance and not complied with by the bidder.

**18. NO RIGHTS OR CLAIMS**

18.1 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 DOH. The DOH 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.

18.2 The DOH, 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 howsoever incurred by bidders in connection with or arising out of the bid process.

**19. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

19.1 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 DOH.

19.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**20. ACCURACY OF INFORMATION**

20.1 The information contained in the invitation to bid has been prepared in good faith. Neither, the DoH 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.

20.2 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.

**21. COMPETITION**

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

21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

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- 21.3 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.
- 21.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

**22. RESERVATION OF RIGHTS**

- 22.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-
- 22.1.1 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;
- 22.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 22.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 22.1.4 Award the bid to one or more than one service provider.

**22 EVALAUTION CRITIRIA**

**22.1 The bid will be evaluated as follows:**

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

**Stage 1 Administrative Compliance/Pre-Qualification**

1. The purpose of the Pre-qualification is to determine which bid is compliant and non-compliant with the bid specifications issued by the DOH as part of the bid process.
  - (i) ***The following criteria shall apply:***
    - a. All documentation inclusive of supporting documentation requested in terms of the Bid document requirements must be submitted and signed off where required.
    - b. Bidder must complete and sign SBD 4, 8 & 9 and the entire document.
  - (ii) ***The following non-negotiable criteria shall apply:***
    - c. Pamphlets and/or Samples must be supplied

**Stage 3: Pricing and B-BBEE**

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

$$2. \quad P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

$P_s$  = points scored for comparative price of bid or offer under consideration.

$P_t$  = Comparative price of bid or offer under consideration.

$P_{\min}$  = comparative price of lowest acceptable bid or offer.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	20	10
2	18	9

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3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

	<b>Requirement</b>	<b>Complied</b>		<b>Comment</b>
		<b>YES</b>	<b>NO</b>	
A.	CSD Registration Certificate			
B.	Invitation to Bid (SBD1) completed and signed			
C.	Pricing Schedule (SBD 3.1)			
D.	Declaration of Interest (SBD 4)			
E.	Preferential Points Claim (SBD 6.1)			
F.	Declaration of Past SCM Practices (SBD 8)			
G.	Certificate of Independent Bid Determination (SBD 9)			
H.	JV agreement (If applicable)			

The Department of Health reserves the right to verify the information requested with the registrar of companies (CIPRO) or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The ECDoH will not be liable for any inaccurate information supplied. Only registered services providers will be considered

***Prospective bidders are required to submit the following documentation to qualify for Administrative Compliance, which forms part as the first stage of the evaluation process;***

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**Stage 2      Functionality Evaluation**

Criteria	Scoring Matrix	Max Score	Evidence Required
<b>Experience</b>		<b>10</b>	
Company Experience	0 -1 reference letter = 0  2 – 3 reference letters =5  More than 3 reference letters =10	10	Signed verifiable reference documentation for similar work.
<b>Technical Support</b>		<b>10</b>	
Supplier	Outside borders of south Africa = 0  South African distributor = 5 Eastern Cape distributor = 10	10	Proof of ownership or written agreement confirmation of supplier
<b>FINANCIAL</b>		<b>15</b>	
Financial Capacity	Value	Points	To attach three months' bank statement.  And /or  The signed agreement with financial institution guaranteeing financial muscle.
	R20 000-50 000 Thousand	10	
	<b>and/or</b>		
	Agreement with the financial institution with a guaranteed amount of R20 000 to R50 000.00 Thousand	10	
	Above R50 000 Thousand	15	
	<b>and/or</b>		
	Agreement with the financial institution with a guaranteed amount in access of R 50 000.00 Thousand	15	
<b>TOTAL (MAXIMUM POINTS)</b>		<b>35</b>	<b>100%</b>
<b>Minimum qualifying score</b>		<b>24</b>	<b>70%</b>

- A bidder that scores less than 70% (24 points) in respect of functionality will be regarded as a non-responsive bid and will be disqualified.
- Only bidders that obtain 70 % and above will qualify for stage three of the evaluation process, namely, price and BBBEE evaluation.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

**The department reserves the right to physically verify contents that are contained in the 2nd stage of technical evaluation.**

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**PART 2**

**Conditions of Contract and Operational Requirements**

**1. CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (herein after DOH).

**2. FEES AND CHARGES**

- 2.1 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

**3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 3.1 **The DoH's operational requirements.** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office 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 DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall: -
  - Without delay inform the DoH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;
  - Co-operate fully with the DoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.
- 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 DoH, co-operate fully with such persons.
- 3.4 **Regulations and statutes:** The Service Provider shall, in the provision of the services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 3.5 **Compliance with procedures:** It is recorded that during the currency of the contract the DoH 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 contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such a personnel member access to the relevant premises and require Service Provider to replace such a person without delay.

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- 3.8 **Service Provider's procedures:** The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager, provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;
4. **HAZARDOUS MATERIALS**  
The contractor will be held liable for any expenses that may be incurred by the DOH as a result of damage to property and injury to personnel as a result of poor quality products.
5. **FIRE RISKS**  
The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DOH/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.
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/she is an employer in his/her own rights with duties and responsibilities as prescribed in the Act;
  - agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Instituion in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.
10. **BREACH AND TERMINATION**  
Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with the conditions of this contract.
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.
12. **SUB-SERVICE PROVIDERS**  
Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DOH (or any other authorized authority) and then only to a person and to the extent approved by the DOH or such authority and upon such terms and conditions as the DOH or such authority require. It is recorded that where such consent is given the Service Provider shall remain liable to DOH for the performance of the Services



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**PART 3**  
**Bid Strategy**

<b>Bid Description:</b>	<b>SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON MANDELA ACADEMIC HOSPITAL</b>
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**INTRODUCTION**

**(a) Background**

The Department of Health strives to provide high quality medical treatment in a multi-disciplinary medical environment to the South African community in general and the Eastern Cape Province in particular.

**(b) Problem Statement**

Nelson Mandela Academic Hospital (hereinafter NMAH) is equipped with various cold and freezer rooms. PVC Strip curtains is required at all entrances to cold and freezer rooms to ensure stable temperatures on opening of doors.

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**Part 4  
SPECIFICATION**

Bid No.	SCMU3-P21/22-1194- NMA
Bid Description	<b>SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON MANDELA ACADEMIC HOSPITAL</b>

**Specification**

The service provider will be contracted to supply, deliver, install and commission PVC strip curtains to various cold and freezer rooms to Nelson Mandela Academic Hospital as specified.

**PVC Curtain Specification**

ITEM NAME	ITEM DESCRIPTION	COMPLIANCE		Deviation
		Yes	No	
PVC Strip curtain for cold and freezer rooms	The PVC strip curtains shall be of an industrial strength.			
	The curtain will be manufactured from a PVC transparency and clarity as well as having high mechanical strength.			
	It shall be suitable to carry high traffic in an abusive environment.			
	It shall be suitable to operate under temperature conditions ranging from 60°C to -45°C.			
	The strips shall be manufactured from strips 200 mm wide x 2 mm thick.			
	They will be hanged from specifically manufactured <b><u>STAINLESS STEEL brackets swivel plates.</u></b>			
	The curtains shall have an overlap of 50%.			

**N.B SUPPLIERS TO FILL IN THE COMPLIANCE COLUMN TO CHECK IF SUPPLIER IS RESPONDING AS PER SPECIFICATION**

Certified correct by End user:

Signature: 

Date: 23/08/2021

**Recommended/Not Recommended**

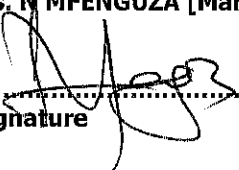
**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
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.....  
**Signature**

**Date:**.....23/08/2021.....

**Approved/Not Approved**—

**Ms. N MFENGUZA [Manager-SCM]**

  
.....  
**Signature**

**Date:**.....28/08/2021.....

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**Part 5 – Schedule A**

**Government Procurement  
General Conditions of Contract  
Annexure A**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients are 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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**General Conditions of Contract**

**1. Definitions**

The following terms shall be interpreted as indicated:

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

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

- 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

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duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

**1. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**2. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.

**3. Use of Contract documents 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.
- 5.1 The supplier shall permit the purchaser to inspect the supplier's records



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- relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 4. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser
- 7. Performance Security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analysis** 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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- 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. Packaging**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if

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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 specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. 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 contract 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

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purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid

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

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28.**

- 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

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MANDELA ACADEMIC HOSPITAL**

concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and Duties**

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

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

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

**33. National Industrial  
Participation (NIP)  
Programme**

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

**34. Prohibition of  
Restrictive  
practices**

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

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

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

PracNote-Annexure A-GCC

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number SCMU3-P21/22-1194-NMA
Closing Time 11:00	Closing date 01 September 2021

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

<b>ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.** (ALL APPLICABLE TAXES INCLUDED)</b>
--

- Required by: .....
- - At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

**\*Delete if not  
applicable**



**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
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Part 5 - Schedule C

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: **SCMU3-P21/22-1194-NMA**

CLOSING TIME 11:00 ON 01 September 2021

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

**NB:** USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

**PVC Curtain Specification**

- **Sizes provided are indicative and measurements must be verified prior to manufacture and installation.**
- **The installation shall be complete in all respects and all fixing and brackets shall be stainless steel to comply with food storage requirements and resistance to rust in moist environments**

NO	ITEM NAME	ITEM DESCRIPTION	QTY	Unit Price	Price
1.	PVC Strip curtain for cold and freezer rooms	<p>Supply, deliver, install and commission curtains to door openings of various fridges and freezers. The curtains shall be of an industrial strength. The curtain will be manufactured from a PVC compound with high transparency and clarity as well as having high mechanical strength. It shall be suitable to carry high traffic in an abusive environment. It shall be suitable to operate under temperature conditions ranging from 60°C - -45°C.</p> <p>The strips shall be manufactured from strips 200 mm wide x 2 mm thick. They will be hanged from specifically manufactured <b><u>STAINLESS STEEL brackets swivel plates.</u></b></p> <p>The curtains shall have an overlap of 50%.</p>			
a)	Nelson Mandela Academic Hospital Main Kitchen Freezer	Opening 1110 x 2215 mm	1		
b)	Nelson Mandela Academic Hospital Main Kitchen Cold room	Opening 1110 x 2215 mm	1		
c)	Nelson Mandela Academic Hospital Main	Opening 1110 x 2215 mm	1		

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON MANDELA ACADEMIC HOSPITAL**

NO	ITEM NAME	ITEM DESCRIPTION	QTY	Unit Price	Price
	Kitchen Dairy Cold room				
d)	Nelson Mandela Academic Hospital Main Kitchen Pigswill Cold room	Opening Front 1110 x 2215 mm	1		
e)	Nelson Mandela Academic Hospital Main Kitchen Pigswill Cold room	Opening Back 3320 x 2275 mm	1		
f)	Nelson Mandela Academic Hospital Main Kitchen Containerized Freezer	Opening 2220 x 2215 mm	1		
g)	Nelson Mandela Academic Hospital Main Pharmacy Cold room	Opening 1110 x 2215 mm	1		
h)	Nelson Mandela Academic Hospital Main Stores Cold room	Opening 1110 x 2215 mm	1		
i)	Nelson Mandela Academic Hospital Main Mortuary	Opening 1400 x 2215 mm	1		
j)	Nelson Mandela Academic Hospital Medical waste Cold room	Front Opening 1110 x 2215 mm	3		
k)	Nelson Mandela Academic Hospital Medical waste Cold room	Back Opening 1110 x 2215 mm	3		
l)	Nelson Mandela Academic Hospital NHLS Level 2 Cold room	Opening 1110 x 2215 mm	1		
m)	Nelson Mandela Academic Hospital NHLS Level 3 Cold room	Opening 1110 x 2215 mm	1		
n)	Bedford Orthopedic Unit Main Kitchen Containerized Freezer	Opening 2220 x 2215 mm	1		
o)	Bedford Orthopedic Centre Main Kitchen Dairy Cold room	Opening 1110 x 2215 mm	1		
p)	PVC Curtain Replacement strip	Rolls of 50 m long x 200 mm wide x 2 mm thick	3		
q)	PVC Strip Curtain bracket	Stainless steel Replacement swivel bracket x 6 m length	2		
r)	PVC Strip curtain Swivel Plates	200 mm wide stainless steel swivel plates	30		
Total (VAT exclusive)					
Vat 15%					
<b>Total</b>					

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

**Part 5 – Schedule D**

**Declaration of Interest**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.2 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.3 Company Registration Number: .....
  - 2.4 Tax Reference Number: .....
  - 2.5 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.  
<sup>1</sup>"State" means –
    - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
    - (b) any municipality or municipal entity;
    - (c) provincial legislature;

<sup>1</sup> State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament

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

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MANDELA ACADEMIC HOSPITAL**

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person  
connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
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any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

SBD 8

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**Part 5 – Schedule E (ii)**

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**Certificate of Independent Bid Determination**

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**SBD 9**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup>. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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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. 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

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

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

<b>Part 5 – Schedule F Qualifications and Experience</b>
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**The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.**

The Head  
Department of Health  
Private Bag X0038  
BISHO, 5605

Sir/Madam

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

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

**Please tick the appropriate box.**

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

-----  
**Signature**

-----  
**Date**

-----  
**Witness**

-----  
**Signature**

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

**PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR**

(Delete which is not applicable)

**PARTICULARS OF THE BUSINESS**

**Business Name** : .....

**Trading Name** : .....

**CK 1. No.** : .....

**CK 2. No.** : .....

**VAT Reg. No.** : .....

**UIF No.** : .....

**Workman's Compensation No.:** .....

**Directorship**

Name	Identity No.	Gender	%

**Company's Fixed telephone Line** : .....

**Company's Fixed Fax Line** : .....

**Mobile Phone** : .....

**Street Addresses of the registered offices**

**Head Office** : .....

.....

.....

**E-Mail** : .....

**Branches**

**1.** .....

**2.** .....

**3.** .....

**4.** .....

**Postal Address of the Head Office**

.....

.....

.....

.....

\_\_\_\_\_  
**SIGNATURE OF (ON BEHALF OF) TENDERER**

**NAME IN CAPITALS** \_\_\_\_\_

**In the presence of:**

1. ....

2. ....

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

**Part 5 – Schedule G**

**Organisation type**

**PARTNERSHIP/CLOSED CORPORATION/COMPANY**

**( delete which is not applicable)**

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

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

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

.....  
NAME IN CAPITALS

In the presence of:

1. ....
2. ....

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

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**Part 5 – Schedule H**  
**Organisational structure**

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1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

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

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....
2. ....

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
MANDELA ACADEMIC HOSPITAL**

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**Part 5 – Schedule I**  
**Details of Supplier's office**

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1. Physical address of supplier's office

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- 1 Telephone No of office: \_\_\_\_\_

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

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

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....



**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
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**Part 5 – Schedule J  
Financial Particulars**

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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 /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bid Number: \_\_\_\_\_

	<b><u>FINANCIAL POSITION OF BIDDER</u></b>  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 DOH 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.
<b>NAME OF FINANCIAL INSTITUTION</b>	
<b>ADDRESS</b>	
<b>TEL.NO</b>	
<b>FAX NO</b>	
<b>CONTACT PERSON</b>	

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

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

**SUPPLY, DELIVER AND INSTALL PVC STRIP CURTAINS TO COLD AND FREEZER ROOMS AT NELSON  
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SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2011**

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, 2011.**

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**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 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

**POINTS**

**1.3.1.1 PRICE**

.....

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION**

.....

**Total points for Price and B-BBEE must not exceed**

**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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 purchaser.

**2. DEFINITIONS**

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

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- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20                      or                      90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$      =     Points scored for comparative price of bid under consideration

$P_t$      =     Comparative price of bid under consideration

$P_{\min}$    =     Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4

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<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

**N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies AND/OR sworn affidavit in case of EMEs and QSE to substantiate their B-BBEE rating claims.

- 5.2 Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub - contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

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

- 8.1.1 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? YES / NO (delete which is not applicable)

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**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (VI) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

DATE: .....

ADDRESS: .....

.....  
SIGNATURE(S) OF BIDDER(S)