



Province of the  
**EASTERN CAPE**  
HEALTH

**SBD1**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EASTERN CAPE DEPARTMENT OF HEALTH)**

BID NUMBER:	<b>SCMU3-P21/22-0102-STUT</b>	CLOSING DATE:	<b>29 October 2021</b>	CLOSING TIME:	<b>11H00</b>
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DESCRIPTION	<b>SUPPLY AND DELIVERY OF PATIENT FOOD (DRY GROCERIES) FOR STUTTERHEIM HOSPITAL FOR A PERIOD OF TWO MONTHS AT AMATHOLE HEALTH DISTRICT IN THE EASTERN CAPE PROVINCE</b>
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**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Ground floor**

**Old Medical Building**

**No 19 St James Road , Southernwood**

**East London, Eastern Cape**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	<b>Mr M Bushula</b>	CONTACT PERSON	<b>Mr M Bushula</b>
TELEPHONE NUMBER	<b>0437076714</b>	TELEPHONE NUMBER	<b>0437076714</b>
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<b>Mlungisi.bushula@echealth.gov.za</b>	E-MAIL ADDRESS	<b>Mlungisi.bushula@echealth.gov.za</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <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

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<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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<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			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>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.</b>			

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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.**
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 2.**
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES  
☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐  
YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐  
YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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**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: .....

## 1. TABLE OF CONTENTS

### **Invitation to Bid (SBD 1)**

#### **Part 1 – Conditions of Bid**

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

#### **Part 3 – Bid Strategy**

#### **Part 4 – Specifications**

#### **Part 5 – Bid Forms and related documentation**

<b><u>Schedule A</u></b>	Government Procurement: General Conditions of Contract
<b><u>Schedule B</u></b>	Central Supplier Database Requirement
<b><u>Schedule C</u></b>	Pricing Schedule (SBD 3.1)
<b><u>Schedule D</u></b>	Declaration of Interest (SBD 4)
<b><u>Schedule E</u></b>	Declaration of Bidder's Past SCM Practices (SBD8)
<b><u>Schedule F</u></b>	Certificate of Bid Determination (SBD9)
<b><u>Schedule G</u></b>	Qualifications and experience
<b><u>Schedule H</u></b>	Organisational Structure
<b><u>Schedule I</u></b>	Details of Bidder's nearest Office
<b><u>Schedule J</u></b>	Financial Particular
<b><u>Schedule K</u></b>	Preference Points Claim Forms (SBD 6.1)

## 2. DEFINITIONS

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

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

<b>ECDoh</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>○ The cover page and the table of content and definitions</li> <li>○ Part 1 which details the Conditions of Bid;</li> <li>○ Part 2 which details the Conditions of Contract and Operational Requirements;</li> <li>○ Part 3 which details the bid strategy</li> <li>○ Part 4 which details the Terms of Reference relating to the Technology / Services</li> </ul>

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	<ul style="list-style-type: none"> <li>Part 5 which contains all the requisite bid forms and certificates;</li> </ul> <p><i>As read with GCC–General Conditions of Contract</i></p>
<b>Goods</b>	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

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## **PART 1**

### **Conditions of Bid**

#### **1. BACKGROUND AND INTRODUCTORY PROVISION**

The Department intends to engage suitably qualified suppliers for supply and delivery of patient food (dry groceries) for the period of two (2) months at Stutterheim Hospital

#### **2. OFFER AND SPECIAL CONDITIONS**

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

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

**2.3 It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**

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

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

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

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

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

#### **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.

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## **5. BID BRIEFING**

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

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

## **8. PRICING**

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

### **8.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**

- 8.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

## **9. DECLARATION OF INTEREST**

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

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

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

## **11. CERTIFICATE OF BID DETERMINATION**

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

## **12. QUALIFICATIONS OF BIDDERS**

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

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### **13. PARTNERSHIPS AND LEGAL ENTITIES**

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

### **14. CONSORTIUM/JOINT VENTURE**

- 14.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 14.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- 14.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;
- 14.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 14.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;
- 14.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid. Otherwise, the bid will be disqualified.

### **15. ORGANISATIONAL PRINCIPLES**

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

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

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

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## **17. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability.

## **18. PREFERENCE POINTS CLAIM FORMS**

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.

## **19. VALIDITY**

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

## **20. ACCEPTANCE OF BIDS**

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

## **21. NO RIGHTS OR CLAIMS**

- 21.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 21.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

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

- 22.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.
- 22.2 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.

## **23. ACCURACY OF INFORMATION**

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

## **24. COMPETITION**

- 24.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 24.2 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.
- 24.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.
- 24.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

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## 25. RESERVATION OF RIGHTS

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

## EVALUATION CRITERIA

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

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Local production and content
- Stage 3: Functionality
- Stage 4: Price and B-BBEE Points

The stages are further detailed below

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

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

26.6 Only bidders who have completed and signed the declaration part of the preference claim Form and who have submitted a BBEE status level certificate issued by a SANAS accredited

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Verification agency or sworn affidavit by a commissioner of oaths for Emerging Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).

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

**27. 1<sup>st</sup> Stage: Administrative compliance/Pre-qualification**

- 27.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.
- 27.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.
- 27.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- reject the bid Proposal in question and not to evaluate it at all;
  - give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;
  - in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

28. The following criteria shall apply:

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- 28.1 The bid documentation must be completed comprehensively and correctly.
- 28.2 Declaration forms (SBD 4, 8, 6.1, 6.2, 9) & annexure "C" must be fully completed and signed.
- 28.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 28.4 Bidders must have provided supporting documentation as per the bid requirements.
- 28.5 Bidder must provide a letter of intent with the organization where dry groceries will be sourced.
- 28.6 Bidder must provide documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution OR a letter confirming that the bidder has applied for financial assistance from any reputable financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful.

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

#	<i><b>Requirement</b></i>	<b>Complied</b>	
		<b>YES</b>	<b>NO</b>
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
G	Company registered in South Africa (Registration documents attached)		
H	JV agreement ( if applicable)		
I	letter of intent with the organization where dry groceries will be procured.		
J	Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution OR a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to		

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	favourably consider such application in the event that the bidder is successful		
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**29 2<sup>nd</sup> stage of evaluation: Evaluation in terms of the stipulated minimum threshold for local production and content for CANNED / PROCESSED VEGETABLES 80%**

- a. Bids will be evaluated in terms of the minimum threshold stipulated in the bid documents.
- b. The declaration made by the bidder in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C will be used.
- c. Bidders must take note that the DTI has the right to, as and when necessary, request for auditor's certificates confirming the authenticity of the declaration made in respect of local content.
- d. The Department will verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content SBD 6.2. Incorrect information may invalidate your bid.
- e. Only bids that achieved the minimum threshold for local production and content will be evaluated further in terms of functionality and 80/20 preference point systems prescribed in Preferential Procurement Regulations, 2017.
- f. Only locally produced canned/ processed vegetables will be considered.
- g. The stipulated minimum threshold percentages for local production and content for the **CANNED/PROCESSED VEGETABLES 80%**
- h. For further information, bidders may contact DTI at telephone 012 – 394 3717/1390.
- i. The exchange rate to be used for the calculation of local production and content must be the Rand dollar exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the bid
- j. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

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- k. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula;

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

Where

x is the imported content in Rand

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

- l. Prices referred to in the determination of x must be converted using the Rand (ZAR) Dollar by using the exchange rate published by the SARB at 12:00 on **date of advertisement of the bid**
- m. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the calculation of Local Content together with the Local Content Declaration Templates (Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration))
- n. Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) are accessible to all potential bidders on the DTIs official website <http://www.thedti.gov.za> industrial development /ip.jsp at no cost.
- o. The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid**

### 30 3<sup>rd</sup> Stage: Functionality Evaluation

- 30.1. A bidder that scores less than 45 points in respect of functionality will be regarded as non responsive and will be disqualified.
- 30.2. All points scored by qualifying bidders will not be taken into consideration for price evaluation.

ITEM	CRITERIA	COMPLY (YES/NO)	EVIDENCE	TOTAL POINTS
1	Service Provider must produce proof of address for business / office operating in the Amathole District		Municipal bill account of the business OR valid Lease agreement of the business OR Debtors Clearance Tender Letter issued by the Local Municipality	30

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ITEM	CRITERIA	COMPLY (YES/NO)	EVIDENCE	TOTAL POINTS
2	Documentary proof confirming availability of financial resources to execute the contract		Letter confirming that the bidder has applied for financial assistance from <b><u>any reputable financial institution</u></b> and that the institution is willing to favourably consider such application in the event that the bidder is successful OR Audited AFS between 2019/2020 and 2020/2021 OR Letter from the bank with positive rating code 'C'	15
<b>Total</b>				45

**Bidder must obtain a minimum threshold of 45 points in order to qualify to proceed to the next stage. A bidder who scored less than 45 points will be regarded as non-responsive and will be disqualified. The department reserves the right to physically verify the authenticity of the Lease Agreement and perform reference check on experience during the second stage of evaluation. Any adverse outcomes to the aforesaid clause will bar the bidder from proceeding to the next stage of evaluation**

### **31 4<sup>th</sup> Stage: B-BBEE and Price Points**

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

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## PART 2

### Conditions of Contract and Operational Requirements

#### 1 CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 2 months. The bidder is further obliged for the future support while the contract is in force.

#### 2. FEES AND CHARGES

- 2.1 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve service provider of any of its obligations under the contract.
- 2.2 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to service provider in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

#### 3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

**3.4 Regulations and statutes:** The service providers 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 ECDoH may implement procedures and policies at the relevant Institution. The service provider shall comply

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fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

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

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

**3.8 Contractor's procedures:** The service providershall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

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

**3.9 Provision of Services in clean and tidy manner.** The service provider shall ensure that the Services are provided in a clean and tidy manner.

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

#### **4. HAZARDOUS MATERIALS**

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

#### **5. FIRE RISKS**

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

#### **6. ENERGY MANAGEMENT**

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

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## 7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The service provider: -

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

## 8. SERVICE LEVEL AGREEMENT

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

## 9. PERFORMANCE MEASUREMENT PROVISIONS

### 9.1 *Introduction.*

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

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

### 9.2 *Compliance.* For purposes of the contract the compliance by service provider with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;

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- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

**9.3 *Records.*** Service provider shall at all times keep full and accurate records of all services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

#### **9.4 *Measurement of performance***

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether service provider is providing the services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service provider. The service provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

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

## **10. BREACH AND TERMINATION**

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

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## **11. LOSS AND DAMAGE**

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

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## **PART 3 BID STRATEGY**

### **1. OBJECTIVE**

The main objective is to procure patient food for Stutterheim hospital for a period of two (2) months in Stutterheim in the Eastern Cape Province.

### **2. BACKGROUND**

The National Health Act, 61 of 2003 emphasises the need to foster good quality health services by developing structures to monitor the compliance of health establishments and agencies with health care standards. Sub Domain 7.7 Food services states that, Foods services are to be provided to meet patient's needs as well as safety standards. Certain criteria need to be met eg provision of quality, adequate and nutritious food services to patient. The hospital has 144 number of beds with 70 BUR.

The department intends to enter into a Service Level Agreement with a successful Service Provider who is able to supply and deliver dry groceries at Stutterheim hospital in Amathole District.

**Please note:**

- **Bidders must bid for all items under this institution as per specification designed for this institution. The successful bidder will be requested to deliver the goods ordered directly to where the goods are required complying to COVID-19 regulations.**
- **The contract is rate / item price based and will be utilized on an as and when required principle.**

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**PART 4  
SPECIFICATION**

**RATE/ITEM BASED CONTRACT**

DRY GROCERY		DESCRIPTION	FREQUENCY OF DELIVERY	UNIT OF MEASURE	COMPLY/ DO NOT COMPLY
1	Baked beans equivalent to koo	In tomato sauce, not mushy, retain their shape; tin container free of dents, not buldge.	Monthly	3.06	
2	Sugar beans dry equivalent to Themba	Grade A/ Grade 2, fresh, red speckled. Must be free of foreign objects, contains not more than 4% broken	Monthly	5 kg	
3	Tomato sauce equivalent to all gold	Original in a form of a paste with soft consistency characteristic of a sauce & must have a pleasant odour & flavour characterized with dried fruit, not runny/weeping/spongy/no foreign flavour/colour	Monthly	5L	
4	Gravy Bisto equivalent to fine foods/Royco	Powdered brown packed in paper/plastic bags.	Monthly	2.5kg	
5	Canned Fruit cocktail	Preserved canned fruit pieces in syrup. Container must be free of dents and not buldge	Monthly	3.076 kg	
6	Oats equivalent to jungle	It must be creamy when cooked and shall have a typical oatmeal taste and flavour, free from objectionable, burnt or foreign tastes	Monthly	25 kg	
7	Peanut butter equivalent to black cat	Tightly sealed, smooth, free from foreign, bitter, rancid/objectable taste/odour, reasonably free of specks and seed coats, total aflatoxin less than 10ug/kg & the B1 Aflatoxin not more than 5ug/kg	Monthly	2.5 kg	
8	Aromat equivalent to Knorr	Powder, packed in small packet, must be free of lumps, in assorted flavours	Monthly	1kg	
9	Rice equivalent to tastic / spekho	White, long grain parboiled, contains not more than 4% broken, maximum shelf life	Monthly	10kg	
10	Sugar white equivalent to hullets	White loosely granulated	Monthly	12.5kg	
11	Fine Salt equivalent to marine/cerebos	White, dry and odourless and iodized, Raw materials, ingredients of food, grade quality, free from extraneous matter and objectionable odours & flavours, soluble in cold water.	Monthly	1kg	
12	Samp equivalent to champion	White fortified Samp with logo	Monthly	12.5kg	
13	Cooking Oil equivalent to Excella	Sunflower, refined & acceptable taste, a pleasant odour, attractive sparkling transparent yellow appearance, no rancid, foreign or objectionable flavour or colour of any kind shall be present.	Monthly	25L	
14	Jam mixed fruit equivalent to Koo/Rhodes	Smooth on the following flavours: Apricot, mixed fruit, fruit content x35% & sugar content 65%, no artificial sweeteners, additives / tartrazine. Packed in tins, Container free of dents, not bulge, Minimum shelf life 180 days. (Equivalent to All Gold/ Koo/ Gold Crest)	Monthly	3kg	

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15	Juice concentrate equivalent to Shelford	50% Fruit Juice, Liquid, processed from sound ripe fruit or the flesh thereof and processed by heat. The juice must be concentrated and later reconstituted with water. Assorted flavours. Packed in tightly sealed plastic bottles.	Monthly	5L	
16	Mayonnaise original equivalent to nola/cross & black well	It must have an acceptable taste, a pleasant odour, attractive cream to pale yellow appearance, no rancid, foreign/objectionable flavour/colour of any kind shall be present, have texture of a paste with a soft consistency characteristic of a thick sauce, not runny, weeping/spongy. Rich and creamy.	Monthly	3kg	
17	Tinned fish in tomato sauce equivalent to Pilchard/glenryck/Lucky star	In tomato sauce, not mushy, retain their shape; tin container free of dents, not buldge.	Monthly	410g	
18	Macaroni equivalent to fattis/monis	Should be a uniform yellowish colour, hard and brittle in dry state and should be soft and retain its shape after cooking	Monthly	500g	
19	Margarine LITE 500g brick equivalent to sunshine D	Margarine 500 brick Equivalent to Sunshine D and must be a medium fat spread, light yellow in colour and consist of vegetable oils and fats. No animal fats allowed, colorant and preservatives must be specified, texture must be slightly firm but easy to spread and sliceable when refrigerated. Must contain vegetable oil and fat +/-50g, not less than 45% moisture, low in cholesterol and saturated fats and trans fat. Must be enriched with vitamin A, D and E, must contain omega 3 and 6. Must be free of odours and mould growth and must have smooth texture free of foreign objects. Spreading and baking, softer texture, source of 9 vitamins and omega 3, 70% fat spread	Monthly	500gx30(box)	
20	Soup (oxtail)	Powder, packed in plastic bags, must be free of lumps, in assorted flavours	Monthly	5kg	
21	Diabetic juice equivalent to Oros	50% Fruit Juice, Liquid, processed from sound ripe fruit or the flesh thereof and processed by heat. The juice must be concentrated and later reconstituted with water. Assorted flavours. Packed in tightly sealed plastic bottles.	Monthly	5L	
22	Custard ultramel equivalent to clover	Equivalent to ultramel	Monthly	1Lx6	

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### **SPECIAL CONDITIONS**

- All prices must be vat inclusive if (VAT VENDOR)
- Packaging as per specified weight in vacuum sealed bags with the packaging date specified.
- Quantity delivered may not exceed quantity ordered.
- Delivery should be done on a monthly basis.
- Any deviation from this specification (quantities and delivery schedules) should be communicated in a meeting with Management and contractor.
- Deliveries will be directed straight Stutterheim hospital stores but the supplier must comply to covid19 regulations.
- During delivery, Delivery note should be left with the official who received the goods.
- All canned/ processed vegetables form part of local content.
- Expiry date must be indicated and have a shelf life for at least 6 months. All products must have name, food production date, expiry date, manufacturer's details.
- Transportation of goods must be delivered with a cool, ventilated, enclosed and clean vehicle
- Performance of the contractor will be monitored continuously using the following key performance indicators: -
  - ✓ Quality and compliance - To check adherence to specification and quality standards; Number of customer complaints
  - ✓ Delivery - To check frequency of late, incorrect and incomplete deliveries; percentage of on time deliveries
  - ✓ Financial Stability – ability to meet financial commitments and claims
  - ✓ Relationship / Service - Promptness in dealing with enquiries and problems

### **SCOPE OF WORK**

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

### **DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF GROCERIES**

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

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## LEGAL FRAMEWORK

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

### Counter Offers

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

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## Schedule A

### Government Procurement General Conditions of Contract

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## Annexure A

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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- 2. Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.
- 5. Use of Contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any Terms of Reference, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**

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

**8. Inspections, tests and analyses**

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

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- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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- (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 requested.

**15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's Terms of Reference) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period

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specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

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

**21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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in which case the extension shall be ratified by the parties by amendment of contract.

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

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

**23. Termination  
for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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

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supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

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

**30. Applicable Law**

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

**31. Notices**

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

**32. Taxes and Duties**

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

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

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**Part 5 – Schedule B**

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**CENTRAL SUPPLIER DATABASE (CSD)**

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**IT IS A CONDITION OF BIDDING: -**

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

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**Part 5 - Schedule C**  
**Pricing Schedule**

**SBD 3.1**

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

NAME OF BIDDER: .....	BID NO.: SCMU3-P21/22-0102-
STUTT	
CLOSING TIME 11:00	CLOSING DATE:

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

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

**SUPPLY AND DELIVERY OF PATIENT FOOD (DRY GROCERIES) FOR  
STUTTERHEIM HOSPITAL FOR A PERIOD OF TWO MONTHS AT AMATHOLE  
HEALTH DISTRICT IN THE EASTERN CAPE PROVINCE**

**NB: Bidder must quote for all items**

NO	ITEMS	UoM / PACKAGING	Price per UoM / Packaging
1	Baked beans equivalent to koo	3.06	
2	Sugar beans dry equivalent to Themba	5 kg	
3	Tomato sauce equivalent to all gold	5L	
4	Gravy Bisto equivalent to fine foods/Royco	2.5kg	
5	Canned Fruit cocktail	3.076 kg	
6	Oats equivalent to jungle	25 kg	
7	Peanut butter equivalent to black cat	2.5 kg	
8	Aromat equivalent to Knorr	1kg	
9	Rice equivalent to tastic / spekko	10kg	
10	Sugar white equivalent to hullets	12.5kg	
11	Fine Salt equivalent to marine/cerebos	1kg	
12	Samp equivalent to champion	12.5kg	
13	Cooking Oil equivalent to Excella	25L	

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NO	ITEMS	UoM / PACKAGING	Price per UoM / Packaging
14	Jam mixed fruit equivalent to Koo/Rhodes	3kg	
15	Juice concentrate equivalent to Shelford	5L	
16	Mayonnaise original equivalent to nola/cross & black well	3kg	
17	Tinned fish in tomato sauce equivalent to Pilchard/glenryck/Lucky star	410g	
18	Macaroni equivalent to fattis/monis	500g	
19	Margarine LITE 500g brick equivalent to sunshine D	500gx30(box)	
20	Soup (oxtail)	5kg	
21	Diabetic juice equivalent to Oros	5L	
22	Custard ultramel equivalent to clover	1Lx6	
<b>15% VAT ONLY VAT VENDORS</b>			
<b>TOTAL</b>			

**THIS IS A RATE/ITEM BASED CONTRACT**

**TOTAL PRICE OFFERED PER ITEM, INCLUSIVE OF VALUE ADDED TAX, DELIVERY COST FOR TENDER NO. SCMU3-P21/22-0102-STUTT**

**R\_\_\_\_\_**  
**(Amount brought forward from Form of Offer and Acceptance) \***

**AMOUNT IN WORDS \_\_\_\_\_**

**Signed by authorized representative of the Tenderer:**

\_\_\_\_\_

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

**Any enquiries regarding bidding procedures may be directed to the –**

**(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)**

Mr M. Bushula  
19 St James Road  
Southernwood  
East London  
Tel: 043 7076714

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**Part 5 – Schedule D**  
**Declaration of Interest**

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**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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

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- 2.4 .....
- 2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- 2.6 Tax Reference Number: .....
- 2.7 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<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.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

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

Any other particulars:

.....

.....

.....

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

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

(Note: Failure to submit proof of such authority, where

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applicable, may result in the disqualification of the bid.

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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## Part 5 – Schedule E

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

**SBD 8**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b><i>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.</i></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:		

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			



**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**

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

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**Part 5 – Schedule F**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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- 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:
6. Includes price quotations, advertised competitive bids, limited bids and proposals.
7. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

## Part 5 – Schedule G

### Qualifications and Experience

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

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

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

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

---

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

---

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

---

---

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

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

In the presence of :

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

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

**Part 5 – Schedule H**  
**Organisational Structure**  
**Organization type**

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**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. ....

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

---

**Organizational 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)

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

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

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

In the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

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**Part 5 – Schedule I**  
**Details of Supplier's Nearest 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. ....

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			



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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.** If this requirement is not complied with in full the bid may be considered invalid.

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

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

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

	<b><u>FINANCIAL POSITION OF BIDDER</u></b>
	<p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
<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. ....

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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 price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

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

( ***Tick applicable box*** )

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

( ***Tick applicable box*** )

YES		NO	
-----	--	----	--

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

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

## 8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [ *TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

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

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip. jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
BAKED BEANS	80%
FRUIT COCKTAIL	80%

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

**( Tick applicable box)**

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and

**65**

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			

the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	80%
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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Annex C										SATS 1286.2011	
Local Content Declaration - Summary Schedule											
(C1) Tender No.				Pula	EU	GBP	Note: VAT to be excluded from all calculations				
(C2) Tender description:											
(C3) Designated product(s)											
(C4) Tender Authority:											
(C5) Tendering Entity name:											
(C6) Tender Exchange Rate:											
(C7) Specified local content %											
Calculation of local content											
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Signature of tenderer from Annex B		(C20) Total tender value R									
		(C21) Total Exempt imported content R									
		(C22) Total Tender value net of exempt imported content R									
		(C23) Total Imported content R									
		(C24) Total local content R									
		(C25) Average local content % of tender									
Date:											

RESPONSIBLE OFFICIAL	SURNAME & INITIALS	SIGNATURE	DATE
DRAFTED BY:			
REVIEWED BY:			
APPROVED BY BSC COMMITTEE (CHAIRPERSON)			