

# REQUEST FOR QUOTATION

ECBD1

<b>Bid No.</b>	SCMU3-23/24-0732-OR	
<b>Bid Description</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF SLABS AND RE-ASSEMBLING OF PARK HOMES AT NZULWINI CLINIC AS A ONCE OFF DEAL.</b>	
<b>The successful bidder will be required to fill in and sign a written Contract Form (ECBD 7)</b>		
<b>Contact Person/s:</b>	Name	MS MDUTSHANE
<b>Technical Terms of reference:</b>	Name:	Mr. NTETHE/ Mrs. SEJOSENGOE N
	Telephone No:	076 917 4679/ 082 424 8722
<b>Bid Procedures:</b>	Name:	MS MDUTSHANE
	Telephone No:	047-502 9056/60
<b>Compulsory Bid Briefing and site inspection.</b>	Venue: Date: Time:	<b>NZULWINI CLINIC 19 FEBRUARY 2024 11H00 AM</b>  <b>IF THE BIDDER IS 15 MINUTES LATE , THE BIDDER WILL NOT ATTEND THE BRIEFING SESSION</b>
<b>Closing time and date</b>	Date and Time:	<b>23 FEBRUARY 2024</b>
<b>Delivery address and conditions for delivery of bids</b>	Delivery address:	<b>Department of Health, Botha Sigcau Building, corner Leeds &amp; Owen streets, 9th floor, Foyer next to the lifts.</b>
	Conditions	<p>Bid documents will be available in soft copies at SCM Office 66, 9<sup>th</sup> Floor, Botha Sigcau Building and Zithulele Hospital SCM offices at no cost</p> <p><b>NB: PLEASE BRING MEMORY STICK /USB</b></p> <p>Bid documents will only be considered if received before the closing date and time, regardless of the method used to send or deliver such documents. Late bids will not be accepted. Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Health. The bid box will be open from 8H00 to 16H30 from Monday to Thursday and 8H00 to 16H00 on Fridays. <b>THEN AT 11H00 ON THE 23 FEBRUARY 2024</b></p>

All forms must be completed and signed in original and in non-erasable ink.  
Forms with photocopied signatures or other such reproduction of signatures will be rejected.  
Bids by telegram, facsimile, e-mail or other similar apparatus will not be acceptable for consideration.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2011, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract



**DISTRICT FINANCE MANAGER : O.R. TAMBO DISTRICT**

12/02/2024  
DATE

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>SCMU3-23/24-0732-OR</b>	CLOSING DATE:	<b>23 FEBRUARY 2024</b>	CLOSING TIME:	<b>11H00 AM</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF SLABS AND RE-ASSEMBLING OF PARK HOMES AT NZULWINI CLINIC AS A ONCE OFF DEAL.</b>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Department of Health, Botha Sigcau Building, corner Leeds &amp; Owen streets, 9th floor, Foyer next to the lifts.</b>					
<b>Compulsory bid briefing: Venue: Nzulwini Clinic Date: 19 February 2024 Time: 11hh00 AM. If the bidder is 15 minutes late, the bidder will not attend the briefing session</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
SPECIFIC GOALS	<input type="checkbox"/> Yes  <input type="checkbox"/> No		SPECIFIC GOALS <input type="checkbox"/> Yes  <input type="checkbox"/> No		
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
A tenderer must submit proof of its Specific Goals status of contributor. The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	HEALTH		HEALTH	PUBLIC WORKS	
CONTACT PERSON	MS. MDUTSHANE		CONTACT PERSON	Mr. NTETHE/Mrs.SEJOSENGOE	
TELEPHONE NUMBER	047-5029060/9056		TELEPHONE NUMBER	071 361 8499/082 424 8722	
E-MAIL ADDRESS	<a href="mailto:Sinethembamdutshane@gmail.com">Sinethembamdutshane@gmail.com</a>		E-MAIL ADDRESS	<a href="mailto:Kusta.ntethe@gmail.com">Kusta.ntethe@gmail.com</a>	

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR **ONLINE**
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). SPECIFIC GOALS MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 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. SPECIFIC GOALS 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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO 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.

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

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Contract Form

## **DEFINITIONS**

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

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

<b>DOH</b>	Means the Eastern Cape Department of Health.
<b>Invitation to bid</b>	means this invitation to bid comprising The cover page and the table of content and definitions Part 1 which details the Conditions of Bid; Part 2 which details the Conditions of Contract and Operational Requirements; Part 3 which details the bid strategy Part 4 which details the Specifications relating to the Technology / Services Part 5 which contains all the requisite bid forms and certificates; <i>As read with GCC – General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

## **PART 1**

### **Conditions of Bid**

#### **1. BACKGROUND AND INTRODUCTORY PROVISIONS**

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

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

**2.1** Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (ECBD1) and requisite bid forms attached as Part 5 of this bid. Bidders must take careful note of the special conditions.

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

**2.3** It is a requirement that original valid Tax Clearance Certificate be submitted with the bid.

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

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

**3.1** The closing 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 deposited before the closing time and date stipulated above in the bid box at the address detailed on the cover page of this invitation to bid.

#### **4. ENQUIRIES**

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

## **5. BID BRIEFING**

**5.1 Compulsory bid briefing session and site inspection. If the bidder is 15 minutes late, the bidder will not attend the briefing session**

## **6. TAX CLEARANCE**

The bidder should submit an original valid tax clearance certificate together with the bid documentation. A pro forma application for Tax Clearance Certificate (ECBD 2) is attached as Part 5 – Schedule B. Bidder must take specific note of the conditions stipulated in ECBD 2.

## **7. PRICING**

7.1 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.

7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**.

7.3 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment

7.4 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment.

7.5 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

## **8. DECLARATION OF INTEREST**

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

## **9. 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

## **10. QUALIFICATIONS OF BIDDERS**

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

## **11. PARTNERSHIPS AND LEGAL ENTITIES**

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

## **12. CONSORTIUM / JOINT VENTURE**

- 12.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- 12.3 It shall be signed so as to be legally binding on all consortium members;
- 12.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 12.5 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;
- 12.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 12.7 Each party to the Consortium must submit valid Tax Clearance Certificate in the original.

## **13. ORGANISATIONAL PRINCIPLES**

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

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

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

## **15. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

## **16. 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.

## **17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

## **18. ACCEPTANCE OF BIDS**

The DoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.

## **19. NO RIGHTS OR CLAIMS**

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DOH. The DOH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 The DOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

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

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

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

## **21. ACCURACY OF INFORMATION**

21.1 The information contained in the invitation to bid has been prepared in good faith. The DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.



## **PART 2**

### **PRE-QUALIFICATION**

#### **EVALUATION STAGE: 1**

#### **EVALUATION CRITERIA**

#### **1<sup>st</sup> Stage PRE – QUALIFICATION/ ADMINISTRATIVE COMPLIANCE**

The following criteria shall apply:

- 1.1 The bid documentation must be completed comprehensively and correctly.
- 1.2 The bidder must complete and sign Invitation to Bid form (SBD1).

#### **MANDATORY REQUIREMENTS FOR INTERESTED BIDDERS**

- 1.3 The bidder must complete declaration of interest form SBD. 4
- 1.4 Only Grade 1GB or GBPE (General Building certificate) and 2BG registered service providers are eligible to tender.
- 1.5 The bidder must provide a trade test certificate for Building, Plumbing, Electrical and mechanical
- 1.6 Attendance of compulsory bid briefing session.
- 1.8 The bidder must attach a letter from an accredited financial institution that serves as a surety for financial assistance or audited annual financial statements done by an accredited accountant or auditor, or bank statement showing available funds to start the project for a period of 180 days.

#### **FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE YOUR BID**

**NB: BIDDERS WHO APPEAR IN THE RESCRICED DATABASE FROM NATIONAL TREASURY AS A DEFAULTER WILL NOT BE CONSIDERED TILL THEIR MATTER IS RESOLVED (ATTACH PROOF)**

#### **2. EVALUATION STAGE 2**

#### **2<sup>ND</sup> Stage: Price and preference**

- i) The 80/20 Preference Point system in terms of Preferential Regulations 6 must be applied for all procurement from R0,01 to R1 million **inclusive of all applicable Taxes.**

The following formula must be used to calculate points out of 80 for price

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

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

The following table must be used to calculate the score out of 20 points for Specific Goals:

Specific Goals Category	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Disadvantaged Individuals Ownership	20%	4
Women Ownership	20%	2
Youth Ownership	20%	4
Disability Ownership	20%	4
Military Veterans Ownership	10%	2
Locality Ownership	10%	4
<b>TOTAL</b>	<b>100%</b>	<b>20</b>

- a) A tenderer must submit proof of its Specific Goals status of contributor. The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:

- Historically Disadvantaged Individuals Ownership
- Women Ownership
- Youth Ownership:
- Disability Ownership:
- Military Veterans Ownership:
- Locality Ownership:
- CSD report;
- CIPRO certificate/ID copies;
- Medical certificate;

***Points can only be awarded if claimed on Schedule K – Preference Points Claim Forms in terms of the Preferential Procurement Regulations (ECBD 6.1 to 6.12) and declarations signed,***

The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.

Bidders are required to complete the various preference claim forms in order to claim preference points.

Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for preference points.

DOH may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

Points scored will be rounded off to the nearest 2 decimals.

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 points for the specified goals.

Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

**NB :AFTER THE SERVICE PROVIDER HAS COMPLETED THE PROJECT THE SERVICE PROVIDER MUST SUBMIT COMMISSION CERTIFICATE FOR PLUMBING, ELECTRICAL AND MECHANICAL**

## **PART 3**

### **Bid Strategy**

<b>Bid Description:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF SLABS AND RE-ASSEMBLING OF PARK HOMES AT NZULWINI CLINIC AS A ONCE OFF DEAL.</b>
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#### **INTRODUCTION**

##### **1. Background**

O R TAMBO District Health strives to provide quality, efficient and effective health services that are responsive to customer needs.

##### **2. Problem Statement**

Whereas Section 38(1) (a) (iii) of the Public Finance Management Act, 1999 (Act No. 1 of 1999): (PFMA) confers general responsibilities on the Accounting Officer to ensure that the ECDOH has and maintains an appropriate procurement and provisioning system, which is fair, equitable, transparent, competitive and cost-effective;

And whereas the goal of the ECDOH is to provide a mechanism to ensure sound, sustainable and accountable supply chain management within the Eastern Cape Department of Health, whilst promoting black economic empowerment, which includes general principles for achieving the following socio-economic objectives;

The Department faces a huge challenge in terms of high failure rate of its service providers in providing qualitative and timely delivery of 5 (five additional new prefabs to accommodate clinicians in the O.R. Tambo District.

##### **3. Overall Objectives**

The objective of the ECDOH is to ensure that Prefabs are delivered and installed on time, in the right quantities, according the predetermined specifications as stipulated in this document to the end user in the most cost effective manner whilst promoting local economic development in a targeted and focused manner and simultaneously competitiveness of local businesses.

##### **4. Strategy**

This specification establishes the requirements of the Eastern Cape Department of Health for the provision of Prefabs as part of curative and rehabilitative objectives of the Department. Suitably qualified and experienced service providers are required for the provision of goods in OR Tambo District Office.

Making industry analysis the DoH observed that the market is very wide and complicated which is one of the causes of the failure rate in terms of delivery on the part of the service providers. This is done to reduce the risk of non-delivery by spreading the responsibility by increasing the number of service providers to be awarded the bid.

**Part 4**

**SPECIFICATION**

**NB: PLEASE SEE ATTACHED ANNEXURE C OF  
BOQ AFTER PAGE 29.**

## **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 Provincial Government, the DOH or any other authorized authority or person (as the case may be) and shall continue in force as a once off. The bidder is further obliged for the future support while the contract is in force.

### **2. FEES AND CHARGES**

2.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment

2.3 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.

2.5 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

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

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

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

-Without delay inform the DoH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;

-Co-operate fully with the DoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.

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

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

### **3.5 Compliance with procedures.**

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

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

3.7Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delay.

### **3.8 Service Provider's procedures**

The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager: -

Provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;

## **4. HAZARDOUS MATERIALS**

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

## **5. FIRE RISKS**

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

## **6. ENERGY MANAGEMENT**

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

## **7. OCCUPATIONAL HEALTH AND SAFETY**

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

**The Service Provider: -**

Acknowledges that he is fully aware of the terms and conditions of the Act; acknowledges that he 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 DoH at the relevant Institution in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

**8. SERVICE LEVEL AGREEMENT**

It is recorded that the DOH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. 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 and the service level agreement (if any) contemplated in clause 8 above.

The provisions of GCC document contains the manner in which Service Provider'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; by means of user satisfaction surveys conducted by DOH by means of service reviews, inspections or any audit carried out by or on behalf of the DoH.

**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 DoH upon request.

**9.4 Measurement of performance**

User satisfaction survey: A user satisfaction survey shall be conducted by DOH at such intervals as DoH 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**

DoH shall be entitled to utilize 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 DoH 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.

#### **11.     LOSS AND DAMAGE**

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

#### **12.     SUB-SERVICE PROVIDERS**

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



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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

1. Definitions
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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23. Termination for default
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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of Contract documents and information inspection**

5.2 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.

#### **5. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) 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 check

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

#### **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out,

the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the

Requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

## **14. Spare parts**

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

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

## **15. Warranty**

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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



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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.6 Without the application of penalties.

21.7 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**

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. Termination for default**

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

**Schedule C**

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

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

**NAME OF BIDDER..... BID NUMBER: **SCMU3-P23/24-0732-OR**  
CLOSING DATE: CLOSING TIME: 11:00 AM**

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

**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF SLABS AND RE-ASSEMBLING OF PARK HOMES AT NZULWINI CLINIC AS A ONCE OFF DEAL.**

**TURN TO THE NEXT PAGE FOR PRICING SCHEDULE/BOQ**

# ANNEXURE C.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b><u>PRELIMINERIES AND GENERAL</u></b></p> <p>No alterations, erasure, omission or addition is to be made in the text and conditions of these schedule of quantities and should any such alterations, amendments, note or additions be made, the same will not be recognized, but the reading of these schedules of quantities as prepared by the quantity surveyor will be adhered to. The contractor is warned that should he use any quantities appearing in these schedules for the purpose of ordering material he does so at his own risk and no liability whatsoever will be admitted by the Employer or quantity surveyor for the correctness of such quantities</p> <p><b><u>CONTRACT DOCUMENTS</u></b></p> <p>These Bills of Quantities, together with the documents annexed hereto, will constitute the agreement Appointment letter, Acceptance later and The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 6.2 Code 2101, March 2005 is taken to be incorporated herein</p> <p><b><u>TRADE PREAMBLES</u></b></p> <p>For Preambles refer to Department of Public Works: Specification of material &amp; methods to be used: PW 371</p> <p><b><u>OCCUPATIONAL HEALTH AND SAFETY ACT</u></b></p> <p>The contractor is to comply with the OHS Act and requirements in all respects. He will be required to submit a Health and Safety Plan to the Department for approval prior to site being handed over.</p> <p><b><u>PRELIMINARIES &amp; GENERAL</u></b></p>				

M-N  
 STAMP  
 OR  
 NAME OF SUPPLIER.

	<b><u>Framing, fabricated holding down bolt assemblies welded on and setting in concrete surface with all nessessary fittings.</u></b>			
14	8mm diameter bolts	No	24	
15	100mm x 220mm x 10mm thick base plate	No	6	
	<b><u>Framing, fabricated bolts assemblies welded on column, rafter, lipped channel, end plate and angle iron with all nessessary fittings.</u></b>			
16	8mm diameter bolts	No	27	
17	100mm x 240mm x 10mm thick base plate	No	6	
18	100mm x 200mm x 5mm thick base plate	No	15	
	<b><u>Surface treatment</u></b>			
	Apply one coat zinc chromate primer and one coat epoxy zinc phosphate primer to steelworks structure.			
19		m2	30	
	<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>			
	<b><u>IBR 0.6mm thick Z275 spelter galvanised steel roof sheeting with Chromadek finish to one side and protective prime coating on reverse side fixed steel frame (lipped channel) with roof fasteners</u></b>			
20	Roof covering with pitches not exceeding 26 degrees size 4.2m	m2	51	
	<b>Total Carried to Section Summary</b>			
	<b>Section No:2</b>			
	<b>Bill No.5</b>			
	<b>Prefabricated Buildings</b>			

STAMP  
OR

NAME OF SUPPLIER:

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SECTION NO. 2</b>				
<b>BILL NO:3</b>				
<b>EARTHWORKS</b>				
<b>Site Clearance</b>				
Allow for clearing the site of all shrubs and trees not exceeding 200mm girth, rubbish, debris, vegetation, drains, etc, that may be encountered and roughly level site.	m2	200		
<b>Excavations, Etc</b>				
Excavate in earth to reduce levels under prefabricated structures not exceeding 300mm deep.	m3	68		
Excavate in earth to reduce levels under aprons channel including shaping for edge thickenings not exceeding 300mm deep.	m3	33		
Extra over all excavations for carting away from the site all surplus excavated material.	m3	81		
<b>Layerworks, Etc Including Compaction Density Tests</b>				
G5 type earth filling, selected and supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and consolidated to 95% modified AASHTO density Terra force brick.	m3	24		
G7 type earth filling, selected and supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and consolidated to 93% modified AASHTO density under raft slabs.	m3	48		
Scarify, mix and consolidate top 150mm of subgrade to 90% modified AASHTO density.	m2	200		
Prescribed Density Tests As Check On Contractors Tests Included In Layerworks Above	No	3		
Carried to section summary				
<b>Section No.2</b>				
<b>Bill No.3</b>				
<b>Earthworks</b>				

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OR

NAME OF SUPPLIER:



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION NO. 2</u></b>				
	<b><u>BILL NO:5</u></b>				
	<b><u>PREFABRICATED BUILDINGS</u></b>				
	<b><u>SPECIFICATION FOR COMPLETE PREFABRICATED STRUCTURES</u></b>				
	<b><u>ASSEMBLE, INSTALL AND COMMISSION AN EXISTING AND RELOCATED PREFABRICATED STRUCTURE on Concrete Platforms (else where measured) with Stormwater Channel and Drainage Surrounds And Connect To Existing Services Terminating At Building Positions.</u></b>				
1	14m long X 4m wide Single unit prefab for clinic services with internal partitions (as indicated in a floor layout plan included in Annexure ?? including internal electrical and plumbing installations , as per relevant specifications and Principal Agent's instructions  NB. a) The following elements are deemed to be part of the above description: Roof structure, Internal doors, External doors and Windows ( including associated ironmongery), Wall finishes, Ceiling finishes, and internal fittings) deemed to be part of the description  FLOOR TILING, ETC.	No	1		
2	Make good 2,5mm Thick 'Marleyflex' thru-flash semi-SKIRTING  Coved skirting formed as part of an extended floor vinyl sheeting would be appropriate for infection control purposes	m <sup>2</sup>	56.00		
3	RAINWATER DISPOSAL Galvanised pipes	m	47.00		
1	125mm Aluminium square shaped seamless rain water gutter	m	22.00		
	<b>Total carried forward</b>				

M-N

STAMP OR  
NAME OF SUPPLIER.

Total brought forward				
2	75mm Aluminium gutter downpipes	m	16.00	
3	Extra over pipes for fittings	No	4.00	
4	Extra over aluminium gutter outlet	No	4.00	
5	Extra over aluminium gutter bend	No	2.00	
6	Extra over aluminium gutter stopend	No	2.00	
	Tank			
	Supply and install 5000 Litre plastic seamless water storage tank complete with fixing lugs and lid, fitted with and including 15mm brass biptap with handle suitable for padlocking and setting in position on concrete tank stand (elsewhere measured) and tying down with 4mm diameter galvanised wire scrapped twice around centre of tank and secured to each corner of tank stand with a double strand of 4mm diameter galvanised wire embedded into concrete.			
8	(this	No	2.00	
	<b><u>Framing, fabricated, weldable steel:</u></b> <b><u>structural mild steel hollow sections and</u></b> <b><u>bolted site connections a</u></b>			
9	Framing and fabrication in 100mm x 100mm x 3mm x 2m hollow section (column).	No	14	
10	Framing and fabrication in 100mm x 100mm x 3mm x 2m hollow section (Rafter).	No	12	
11	Framing and fabrication in 75mm x 50mm x 3mm x 9m angle iron.	No	1	
12	Framing and fabricated in 100mm x 50mm x 20mm x 3mm x 9m lipped channel.	No	5	
13	Framing and fabrication in 100mm x 200mm x 5mm end plate.	m2	1.6	

M.N

STAMP  
OR

NAME OF SUPPLIER.



DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b><u>SECTION NO. 2</u></b>				
<b><u>BILL No.4</u></b>				
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
<b><u>Concrete</u></b>				
1 Cement concrete (25MPa) in Slabs, etc cast in panels.	m3	30		
2 Ditto but in aprons and channels with a thickness of 100mm	m3	14.1		
<b><u>Concrete Sundries</u></b>				
3 Set of three concrete test cubes size 150 x 150 x 150mm overall including testing (Provisional).	Sets	3		
4 Float top of concrete smooth with a steel trowel whilst concrete is still green with the addition of 2.1 sand and cement as necessary.	m2	160		
<b><u>Rough Formwork To</u></b>				
5 Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	73		
<b><u>Movement Joints, Etc</u></b>				
6 Expansion joint not exceeding 300mm high or wide formed of one layer 10mm thick bitumen impregnated softboard joint filler set between vertical concrete or brick surfaces.	m	48		
7 One layer of waterproof sheeting under surface beds 500 micron	m <sup>2</sup>	160		
8 Steel reinforcing				
9 High tensile steel mesh ref.395	kg	360		
<b>Carried to Section Summary</b>				
<b>Section No.2</b>				
<b>Bill No.4</b>				
<b>Concrete, Formwork and Reinforcement</b>				

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OR

NAME OF SUPPLIER

		Quantity	Rate	Amount
<b><u>SECTION No. 2</u></b>				
<b><u>BILL No. 3</u></b>				
<b><u>RETAINING WALLS</u></b>				
<b><u>PREAMBLES</u></b>				
For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>Proprietary products in descriptions</u></b>				
Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
<b><u>Retaining walls</u></b>				
Erect Terraforce or other equal approved coloured blocks in retaining wall with stepped face and curves as required to suit 70 degree bank average 1200mm vertical height laid with horizontal bed joints including and 600mm wide approved backfilling behind wall compacted in 150mm layers to 90%Mod AASHTO density ( elsewhere measured)				
1		m2	48	
<b><u>Soil Drainage</u></b>				
2	Sand	m3	9	
3	Geo-fabric membrane A3 and	m2	48	
4	19 mm crusher stone layers 150x200mm	m3	5	
5	110 Drainex pipe	m	28	
6	180 mm cementile half round channel	m3	3.24	
<b>Total carried to Summary</b>				

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OR

NAME OF SUPPLIER :

Total Summary

EARTHWORKS (PROVISIONAL)

CONCRETE, FORMWORK AND REINFORCEMENT

RETAINING WALLS

Total Carried to Section Summary

SECTION SUMMARY

Bill No.5

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OR

NAME OF SUPPLIER :

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b><u>SECTION NO: 3</u></b>				
<b><u>BILL NO:6</u></b>				
<b><u>PROVISIONAL SUMS</u></b>				
The following monetary allowances are to be omitted from the contract or used as directed by the Principal Agent.				
Provide the amount of R80 000.00 (Eighty Thousand Rand) for Contingency, to be used at the Principal Agent's discretion.				
1	Item	1	R80,000.00	R80,000.00
Allow the Provisional Sum of 15 000 ( Fifteen thousand rands) for the connection to existing sewer connetion				
	Item	1		
Allow for profit				
	Item	1		
Allow for attendance				
	Item	1		
Allow the Provisional Sum of 10 000 ( Ten thousand rands) for the connection to water connection.				
2	Item	1	R10,000.00	R10,000.00
Allow for profit				
	Item	1		
Allow for attendance				
	Item	1		
Allow the Provisional Sum of 20 000 ( Sixty thousand rands) for the connection to existing electric power connection				
3	Item	1	R20,000.00	R20,000.00
Allow for profit				
	Item	1		
Allow for attendance				
	Item	1		
Allow the Provisional Sum of 8 000 ( Eight thousand rands) for the supply, install and commisioning of fire extinguishers				
4	Item	1	R8,000.00	R8,000.00
Allow for profit				
	Item	1		
Allow for attendance				
	Item	1		

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OR  
NAME OF SUPPLIER'S

5	Allow the Provisional Sum of R16 000 ( Sixteen thousand rands) for the supply, install and commisioning of Air conditioning	Item	1	R16,000.00	R16,000.00
	Allow for profit	Item	1		
	Allow for attendance	Item	1		
6	Allow the Provisional Sum of R20 000 ( Twenty thousand rands) for the supply and installation of signatures	Item	1	R20,000.00	R20,000.00
	Allow for profit	Item	1		
	Allow for attendance	Item	1		
7	Provide the amount of R18 000,00(Eighteen Thousand Rand) for CLO , to be used@ R6000 per Months.	Item	1	R18,000.00	R18,000.00
8	Provide the amount of R 9000,00(Nine Thousand Rand) for PSC , to be used@ 5 PSC memebtrs R300 per Med	Item	1	R9,000.00	R9,000.00
Total Carried to Section Summary					
Section No.2					
Bill No.5					
Provisional Sums					

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OR

NAME OF SUPPLIER :

	<b>FINAL SUMMARY</b>				
	Preliminaries	Page			
	External Works (Provisional)	Page			
	Prefabricated Buildings	Page			
	Provisional Sums	Page			
	<b>TOTAL OF BUILDING WORKS</b>	<b>ST</b>			
	VAT at the rate of 15%	<b>TAX</b>	15.0		
	<b>TOTAL CARRIED TO SUMMARY</b>				

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STAMP  
OR  
NAME OF SUPPLIER !

such favorable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

This certificate must be an original issued by the South African Revenue Services  
PracNote-Annexure A-GCC



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**Part 5 – Schedule B**  
**Application for Tax Clearance Certificate**

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**TAX CLEARANCE REQUIREMENTS**

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

It is an absolute requirement that the taxes of the successful bidder **must** be in order or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her obligations.

The attached form, Application for Tax Clearance Certificate (in respect of bids), must be completed by the bidder in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. That Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for 6 months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit an **original** and valid Tax Clearance Certificate at the time of submission of the bid **shall** invalidate the bid.

In bids where Consortia/ Joint Ventures /Sub-Contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF OFFERORS)**

1. Name of taxpayer / bidder: .....
2. Trade name: .....
3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE Employer's registration number  
(If applicable) 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone Number: Code:.....Number:.....

Address: .....  
.....  
.....

DATE: ...../...../.....

**PLEASE NOTE THAT THE COMMISSIONER OF THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIAN**

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

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

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

Name of bidder..... Bid number.....  
Closing Time: 11:00 AM Closing date: **23 February 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

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

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

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

**\*Delete if not applicable**

**Part 5 - Schedule C**

**PRICING SCHEDULE**

**(GOODS)**

**NAME OF BIDDER: .....**

**BID NO.: SCMU3-P23/24-0732-OR**

**CLOSING DATE AND TIME : 23 FEBRUARY 2024**

**AT 11H00 AM**

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

**PLEASE USE SPREAD SHEET BELOW FOR PRICING**

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

ALL PRICES MUST INCLUDE ALL COSTS AND TAXES APPLICABLE LIKE TRANSPORT AND VAT

ONLY VAT VENDORS MUST CHARGE VAT AND THAT MUST BE VERIFIABLE IN THE TAX

CLEARANCE CERTIFICATE

**DESCRIPTION AND COSTS IN THE PRICING SCHEDULE BELOW**

**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF SLABS AND RE-ASSEMBLING OF PARK HOMES AT NZULWINI CLINIC AS A ONCE OFF DEAL.**

According to specification to the Eastern Cape Department of Health: **in O.R. Tambo District** as indicated in Part 3 of the bid document.

SIGNATURE(S) OF BIDDER(S)

**WITNESSES**

DATE .....

1. ....

2. ....

## **Schedule D**

**SBD 4**

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise?

Employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

---

<sup>1</sup> The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**Part 5 – Schedule E**  
**QUALIFICATIONS AND EXPERIENCE OF THE BIDDER**

1. Details of the extent of the bidder's activities and businesses, e.g. branches etc.

Head Office Address

.....Branch Offices

A list of existing or previous contracts: Please attach proof.

ORDER/CONT RACT NO	TYPE OF SERVICE RENDERED	PERIOD	CONTACT PERSON	CONTACT NO.

The Head  
Department of Health  
Private Bag X0038  
BISHO, 5605

Sir/Madam

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

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

**Please tick the appropriate box.**

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

-----  
Signature

-----  
Date

-----  
Witness

-----  
Signature

---

**Part 5 – Schedule F**  
**Organization type**

---

**PARTNERSHIP/CLOSED CORPORATION/COMPANY**  
**(Delete which is not applicable)**

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

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

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

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

In the presence of:

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



## Part 5 – Schedule G

### Organizational structure

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 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. ....

---

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

---

1. Physical address of supplier's office

---

---

---

---

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

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

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

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

In the presence of:

1. ....

2. ....

---

**Part 5 – Schedule I**  
**Financial Particulars**

---

This schedule must be completed by the bidder and submitted together with the bid.

**Documentary proof confirming availability of financial resources to execute the contract from the bidder's accredited financial institution or audited annual financial statement by an accredited accountant or auditor or bank statement for a period of 180 days, must be submitted with the bid.** If this requirement is not complied with in full the bid may be considered invalid

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

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

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

<u>Bank stamp</u>	<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 accredited financial institution. I / we give the DOH 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 an accredited 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. ....

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific goals) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF Specific goals, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**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 R1000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

**1.2 The value of this bid is estimated not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.**

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows

**POINTS**

**1.3.1.1 PRICE**

.....

**1.3.1.2 Specific goals STATUS LEVEL OF CONTRIBUTION**

.....

**Total points for Price and specific goals must not exceed 100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a Specific goals Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for Specific goals 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 purchaser.

## 2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "Specific goals a tenderer must submit proof of its Specific Goals status of contributor. The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements
- 2.3 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.5 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.6 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.7 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.8 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.9 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.10 **"non-firm prices"** means all prices other than "firm" prices;
- 2.11 **"person"** includes a juristic person;
- 2.12 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.13 ***"sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;***
- 2.14 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.15 **"trust"** means the arrangement through which the property of one person is made over or Bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.16 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2023

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points to achieve the specific goal.

**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.**

### 2. GENERAL CONDITIONS

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

#### 2.1.1 Price Comparative and application of Preference Point System (80/20 / 90/10)

2.1.1.1 In terms of the PPPFA and its associated regulations the evaluation of all procurement from R0,001 (Vat and Applicable Taxes included) must be based on a preference point score and the supplier who scores the highest number of points will be deemed to be successful provided all other evaluation criteria are met.

2.1.1.1.1 The 80/20 preference point system is used for all procurement up to R50 million (Vat inclusive) and the 90/10 preference point system for all procurement above R50 million.

2.1.1.1.2 In the application of the scoring system 80 or 90 points will be based on price and 20 or 10 points will be based on achievement of specific points for Specific Goals.

2.1.1.1.3 The bidder obtaining the highest number of points will be awarded the contract.

2.1.1.1.4 When evaluating against a technical specification, bidders are required to comply with all technical requirements as far as possible. If it is found that a bidder complies with all the technical requirements, extra features of that product/service offered cannot be taken into consideration unless the Department decides that the feature that the bidder has offered should be part of the specifications. Other bidders should then also be allowed to offer such features.

2.1.1.1.5 As a general rule it is acceptable to allow the submission of alternative offers which are almost but not strictly to specification irrespective of whether the bidder also submits offers conforming strictly to specification. The exception to this rule is to stipulate that bidders may not submit such offers. In such cases, this decision must be stated unequivocally in the bid invitation in order to avoid a situation where different offers are submitted on one set of bid documents, thereby compromising / prejudicing the position of the bidder. Factors to be considered are:

- a) The delegate must be convinced that other bidders' competitiveness is not adversely affected by the acceptance of a bid, which is not strictly to specification.
- b) If the delegate is not convinced, the offer that is not strictly to specifications may not be considered.
- c) Where the difference in bidding price between the bid with acceptable deviations from specification and the lowest bid strictly to specification is small, a recommendation should be made to the Departmental Bid Adjudication Committee that the latter should be accepted as an alternative. In this instance, the programme concerned should indicate that it should carry the additional cost.
- d) Where there is no such indication, or the programme is unable to bear such cost, such bid may not be accepted.

2.1.1.1.6 Where alternative offers differ materially from the specification the following approach must be taken:

- a) Consider in the first instance whether or not the best option would be cancellation.
- b) Ensure an open and fair process, affording equal opportunity to bid.
- c) Determine whether or not a specification is inherently proprietary / unique to that

- particular bidder.
  - d) Stipulate the set cut-off date for offers to reach the Department.
  - e) Late offers are unacceptable.
  - f) Care must be taken not to expose the bid price of the bidder who initiated the altered specification.
  - g) All these offers must be opened simultaneously after the closing.
- 2.1.1.1.7 If the bidder is a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company (ies)/ supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany such bid and failure to submit such document may invalidate the bid.
- 2.1.1.1.8 If during the evaluation process the Bid Evaluation committee requires clarity on certain aspects noted in the bid proposal, the BEC has the right to obtain such clarity from the potential supplier through local inspections or through a presentation process. The clarification action must be recorded in the specific evaluation report relative to the specific supplier.
- 2.1.1.1.9 If a bid was invited for goods, works or services that fall within the sectors designated for "local production and content", only those bids that achieve the minimum percentages required will be considered for further evaluation, except if such a supplier has obtained written permission from the Department of Trade and Industry that their lower percentage for "local production and content" is acceptable.
- 2.1.1.1.10 Preference points shall be calculated after prices have been brought to a comparative basis.
- 2.1.1.1.11 Points scored will be rounded off to 2 decimal places.
- 2.1.1.1.12 Bidders should submit with their bids, original or certified copies of valid Specific Goals Status Level Verification Certificate or, if applicable, a sworn affidavit to substantiate rating claims.
- 2.1.1.1.13 Bidders who do not submit required supporting documentation to verify claimed Specific Goal Points do not qualify for preference points but should not be disqualified from the bidding process.
- 2.1.1.1.14 The Departmental Preferential Specific Goals are listed on table below. The Bid Specification Committee to determine applicable weighting and points applicable for the Commodity procured at the particular time.

SPECIFIC GOALS	
Historically Disadvantaged Individuals	
Women	
Youth	
Disability	
Military Veterans	
Locality	
OTHER (commodity dependent)	

- 2.1.1.1.15 The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:
- a) CSD report;
  - b) CIPRO certificate/ID copies;
  - c) Medical certificate;
- 2.2 Failure on the part of a bidder to submit proof of specific Goals Status level of contributor together with the bid, will be interpreted to mean that preference points for specific goals status level of contribution are not claimed.



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

3. **DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1 Name of company/firm:.....

3.2 VAT registration number:.....

3.3 Company registration number:.....

3.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

3.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[ TICK APPLICABLE BOX]

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

3.8 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 specific goals 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 specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....