

**PART A  
INVITATION TO BID**

|  |  |                      |  |  |              |
|--|--|----------------------|--|--|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MTHATHA &amp; PHARMACEUTICAL DEPOT)</b>  |  |                      |  |  |              |
| <b>BID NUMBER:</b>   | <b>SCMU3-25/26-0110-HO</b>   | <b>CLOSING DATE:</b> | <b>20 MARCH 2026</b>   | <b>CLOSING TIME:</b>   | <b>11H00</b> |
| <b>BRIEFING SESSION</b>  | <b>NON - COMPULSORY</b>  | <b>DATE</b>          | <b>27 FEBRUARY 2026</b>  | <b>CLOSING TIME:</b>   | <b>11H00</b> |
| <b>DESCRIPTION</b>   | <b>PROCUREMENT OF LEASING SERVICES OF TRANSPORT EQUIPMENT (HYSTER/FORKLIFTS AND REACH TRUCKS) SUPPLY, DELIVERY INSTALLATION, COMMISSIONING &amp; MAINTENANCE OF LIFTING AND HANDLING EQUIPMENT EASTERN CAPE PHARMACEUTICAL DEPOTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b> |                      |  |  |              |
| <b>BID RESPONSE DOCUMENTS:</b>   |  |                      |  |  |              |
| <b>WILL BE DEPOSITED THROUGH E-TENDER PORTAL</b>   |  |                      |  |  |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |                      | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |  |              |
| <b>CONTACT PERSON</b>  | <b>MS. T. LUMKWANA</b>   |                      | <b>CONTACT PERSON</b>  | <b>MS. T. LUMKWANA</b>   |              |
| <b>TELEPHONE NUMBER</b>  | <b>041 586 2018</b>  |                      | <b>TELEPHONE NUMBER</b>  | <b>041 586 2018</b>  |              |
| <b>E-MAIL ADDRESS</b>  | <b>thulani.lumkwana@ehealth.gov.za</b>   |                      | <b>E-MAIL ADDRESS</b>  | <b>thulani.lumkwana@ehealth.gov.za</b>   |              |
| <b>SUPPLIER INFORMATION</b>  |  |                      |  |  |              |
| <b>NAME OF BIDDER</b>  |  |                      |  |  |              |
| <b>POSTAL ADDRESS</b>  |  |                      |  |  |              |
| <b>STREET ADDRESS</b>  |  |                      |  |  |              |
| <b>TELEPHONE NUMBER</b>  | <b>CODE</b>  |                      | <b>NUMBER</b>  |  |              |
| <b>CELLPHONE NUMBER</b>  |  |                      |  |  |              |
| <b>FACSIMILE NUMBER</b>  | <b>CODE</b>  |                      | <b>NUMBER</b>  |  |              |
| <b>E-MAIL ADDRESS</b>  |  |                      |  |  |              |
| <b>VAT REGISTRATION NUMBER</b>   |  |                      |  |  |              |
| <b>SUPPLIER COMPLIANCE STATUS</b>  | <b>TAX COMPLIANCE SYSTEM PIN:</b>  |                      | <b>OR</b>  | <b>CENTRAL SUPPLIER DATABASE No:</b>   | <b>MAAA</b>  |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |                      | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |              |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |                      |  |  |              |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |  |                      | <input type="checkbox"/> YES   | <input type="checkbox"/> NO  |              |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |                      | <input type="checkbox"/> YES   | <input type="checkbox"/> NO  |              |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |  |                      | <input type="checkbox"/> YES   | <input type="checkbox"/> NO  |              |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |                      | <input type="checkbox"/> YES   | <input type="checkbox"/> NO  |              |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |                      | <input type="checkbox"/> YES   | <input type="checkbox"/> NO  |              |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |  |                      |  |  |              |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.   |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.   |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                  |

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**BID NUMBER: SCMU3-SCMU3-25/26-0110-HO**

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| <b>Revision</b>  |                            |                                    |  |
|--|----------------------------|------------------------------------|--|
| <b>Drafted By: End User - Quality Assurance</b>            | <b>Date:</b><br>10/02/2026 | <b>Name: Ms. M. Bodenstein</b>     | <b>Signature:</b><br>   |
| <b>Reviewed By: Director Demand Management</b>             | <b>Date:</b><br>11/02/26   | <b>Name: Mr. P. Mtholeli</b><br>pp | <b>Signature:</b><br>   |
| <b>Approved By: Chairperson of Specification Committee</b> | <b>Date:</b><br>10/2/2026  | <b>Name: Mr. D. Martin</b>         | <b>Signature:</b><br>   |
| <b>Advert Approved By: GM: Supply Chain Management</b>     | <b>Date:</b><br>11/02/2026 | <b>Name: Ms. C. Mqijima</b>        | <b>Signature:</b><br> |

## 1. TABLE OF CONTENTS

The Equipment and Services required, bidding procedures and Contract terms are prescribed in the Tender Documents. The Tender Documents include:

### 1.1 Invitation to Bid (SBD 1)

- Part A: Bid Notice
- Part B: Instructions to Bidders (Special Conditions of Contract)
- Part C: Invitation Letter (Bid strategy)
- Part D: Conditions of Contract with Operational Requirements)
- Part E: Commissioning Service Obligations
- Part F: Maintenance Service Obligations
- Part G: Returnable Forms
  - Form No.1: Authorisation to Sign
  - Form No.2: Authorisation Declaration
  - Form No.3: Declaration of Interests (SBD 4)
  - Form No.4: Personnel Strength Assessment Form
  - Form No.5: Joint Venture Disclosure Form
  - Form No.6: Preference Points Claim Form (SBD 6.1)
- Part H: Returnable Schedules
  - Schedule A: Functionality Evaluation Criteria
  - Schedule B: Contractor Response Times and Call-Out Fees
  - Schedule C: Equipment Specifications
  - Schedule D: Pricing Schedules
  - Schedule E: Execution Plan
- Part I: General Conditions of Contract

## **PART B: INSTRUCTIONS TO BIDDERS**

### **1. BACKGROUND**

**1.1** The Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors to Lease, supply, maintain and support Heavy Duty Lifting and Handling Machinery /Equipment for Gqeberha and Mthatha Pharmaceutical Depots Commissioning Project. The ECDOH has extended the health technology commissioning and re-commissioning programme to new and existing health facilities throughout the Eastern and Western Region of the Eastern Cape Province.

**2.** The objective of this programme is to establish the required contracts for supply, commissioning of Leased machinery and equipment, thus contributing to an improved medicine distribution to the population of the Eastern and Western Region of the Eastern Cape. The programme purpose is to strengthen quality of health services in public health facilities in the province.

### **3. LEGISLATIVE AND REGULATORY FRAMEWORK**

**3.1** This bid and all contracts emanating there from shall be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are Supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail as recorded by Clause 2 in the General Conditions of Contract.

**3.2** The bid and all contracts emanating there from shall be governed within boundaries of South African laws.

### **4. SCOPE OF SERVICES**

**4.1** The services through the Service Providers/Contractor shall cover supply, delivery, installation, testing and commissioning, application support and user training, maintenance training, handing over, specialist preventive maintenance (PM) and corrective maintenance (CM) for selected Equipment at the Pharmaceutical Depots of Eastern Cape Department of Health. In addition to these services, the Service Provider/Contractor will be responsible for the supply of spare parts, as required.

### **5. COST OF BIDDING**

**5.1** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Management Division will in no case be responsible liable for these costs, regardless of the conduct or outcome of the bidding process.

**5.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a bid not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

**5.3** The detailed scope of services for the Contractor is described under Part D, E, G, and H which will be an integral part of the Contract.

### **6. CLARIFICATION OF DOCUMENTS**

**6.1** Any Bidder requiring any clarification of the Tender Document may notify the Purchaser in writing at the mailing address: [mzwabantu.msakatya@echealth.gov.za](mailto:mzwabantu.msakatya@echealth.gov.za). The Purchaser will respond in writing to any request for clarification received no later than 10 days prior to the deadline for submission of the tender.

## **6.2 BID BRIEFING SESSION: -**

- Non – compulsory briefing session will be conducted through TEAMS and a link will be shared with the Bid as detailed in SBD1.

**6.3** At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by amendment.

**6.4** The amendment shall be notified in writing or fax to all Bidders who have attended the compulsory briefing session and who have received the tender documents. The amendment shall take precedence and shall be binding.

**6.5** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may at his discretion, extend the deadline for the submission of bids.

## **7. LANGUAGE OF BIDS, UNITS OF MEASUREMENT**

**7.1** The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, if they are accompanied by accurate translation of its pertinent passages. For purposes of interpretation of the bid, the English translation shall govern in such case.

**7.2** The units of measurement of the international metric system should apply and be used in the bids.

## **8. DOCUMENTS COMPRISING THE BID**

**8.1** The bid prepared and submitted by the Bidder must comprise all the documents listed under Clause 5.1 and including all required supporting information and evidence.

## **9. BID FORMS**

**9.1** The Bidder must complete and sign the Bid Forms and furnished them through hand delivery in the Tender Boxes. Failure to sign the bid forms will invalidate the bid.

## **10. CONSORTIUMS AND JOINT VENTURES**

**10.1** In response to this invitation to bid, bidders are permitted to form Consortiums/Joint Ventures. Bidders bidding as JV/Consortium must complete in full and sign the returnable Joint Venture Disclosure form (Part G – Form No.8).

**10.2** The Consortium must submit a “Letter of Intent” to enter into a Joint Venture and/or a Joint Venture agreement signed by all Consortium/JV partners.

**10.3** The agreement shall be legally binding on all consortium members and must clearly stipulate the contract terms and conditions.

**10.4** The Consortium/Joint Venture shall nominate and appoint a member authorized to be the lead partner and this authorization shall be included in the agreement entered between the consortium members;

**10.5** The Consortium/Joint Venture shall appoint lead member who shall be the only authorized party to make legal statements, communicate with the Employer and/or any duly appointed representative, and receive instructions for and on behalf of any and all the members of the consortium;

**10.6** The letter of intent and/or copy of the agreement entered into by the consortium members shall be submitted with the bid. Failure to submit the agreement shall disqualify the bid.

#### **11. PERIOD OF VALIDITY**

**11.1** Bid must be valid for the period of at least one hundred and twenty (120 Days) from the date of closing of the Bid.

#### **12. RESPONSE FIELDS**

**12.1** Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.

**12.2** In the event that any returnable form or certificate provided in Part G 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.

**12.3** Non-compliance with this condition may invalidate the bid for the item(s) concerned.

#### **13. SUBMISSION OF BIDS**

**13.1** Bids must be submitted online via e-tender portal. Bidders must upload the documents on the following containers

- Completed and Signed Bid Document with its forms
- Mandatory requirements supporting documents (Ref. Pg. 20 -26)
- Functionality Evaluation supporting documents
- Technical Specification requirements supporting documents
- Completed and signed pricing schedule (Ref. Pg. 32)

All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal

1. (<https://www.etenders.gov.za/>)

2. Click "Login"

3. Select "Supplier Login"

4. Type in your Central Supplier Database (CSD) login credentials.

5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click “+” on any tender opportunity you wish to apply for.
8. Click on “Start e-Submission Process”
9. Select Supplier
10. Click “Start response”
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

**If you experience difficulties on e-Submission please contact:**

**021 406 9229 /012 406 9222 or email [etenders@treasury.gov.za](mailto:etenders@treasury.gov.za)**

#### **14. DEADLINE FOR SUBMISSION OF BIDS**

**14.1** Bids must be received by the Purchaser at the Address and date/time specified in the Invitation to Bid.

**14.2** The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.

#### **15. LATE BIDS**

**15.1** Any Bid received by the Purchaser after the prescribed deadline submission date and time, at the address indicated in the bid notice, will not be accepted but will be rejected and returned unopened to the Bidder.

#### **16. Evaluation Criteria**

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. Eighty points will be allocated for price and twenty points for Specific goals.

##### **16.1 The bid will be evaluated as follows:**

- Stage 1: Administrative compliance / pre-qualification (Including Mandatory Requirements)
- Stage 3: Functionality evaluation (Including INLOCO INSPECTION)
- Stage 4: Price and Specific Goals

The stages are further detailed below

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

- The bid price (maximum 80 points)
- The Specific goals (maximum 20 points)

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

$$Ps = \frac{80(Pt - Pmin)}{Pmin}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 17. **Stage 1: Administrative Compliance/ Pre-Qualification**

17.1 The purpose of this Pre-qualification is to determine which bid is compliant and non-compliant with the bid special conditions issued by the ECDOH as part of the bid process.

The following criteria shall apply:

- a. All documentation inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required.
- b. Bidder must complete and sign (SBD 4, SBD 3.2, SBD 6.1) and the entire document.
- c. Service Provider must be registered with the National Treasury Supplier Database (CSD) and furnish proof of registration with the bid.

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

- All Bidders are expected to submit of the following documents:

| # | <i>Requirement</i>  | Complied |    |
|---|---|----------|----|
|   |   | YES      | NO |
| A | Invitation to Bid (SBD1) “ <b>complete in full and duly signed</b> ”  |          |    |
| B | Pricing Schedule (SBD 3.2) “ <b>complete in full and duly signed</b> ”  |          |    |
| C | Declaration of Interest (SBD 4) “ <b>complete in full and duly signed</b> ”   |          |    |
| D | Preferential Points Claim (SBD 6.1) “ <b>complete in full and duly signed</b> ”   |          |    |
| E | The Bidder’s Tax status compliant on CSD<br>(Attach Detailed CSD report)  |          |    |
| F | FJV or Consortium Agreement where applicable (submission of all necessary documents with the Bid from both JV companies, i.e. CSD, Tax Compliance, Registration Certificate (CIPC). |          |    |

**17. MANDATORY REQUIREMENTS**

| # | <i>Requirement</i>   | Complied |    |
|---|--|----------|----|
|   |  | YES      | NO |
| A | Where the Bidder is not an Original Equipment Manufacturer (OEM), a signed agreement from OEM must be attached indicating the support with the Equipment for the duration of the contract. (Ref. Part G Pg. 20 – 26) |          |    |
| B | The bidder must submit proof of financial capacity (Latest Audited Financial Statements/ Letter of Guarantee from Financial Institution)   |          |    |

**NB: Failure to comply with the above MANDATORY requirements will invalidate your bid.**

## 18. Special Requirements

- **Specific Goals Status Level Verification**

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid evidence of status level verification (CSD, ID, Doctors Certificate, Municipal Bill/ Lease Agreements) or a certified copy thereof at the closing date and time of the bid to claim the Specific Goals status level point. For Bidders bidding as a Consortia /Joint Ventures / Sub-contractor, consolidated Specific Goals for the JV must be submitted certified copies of (CSD, ID, Doctors Certificate, Municipal Bill/ Lease Agreements). Failure to submit will be interpreted to mean that preference points for Specific Goals status level of contribution are not claimed.

- **Consortia / Joint Venture Agreement (where applicable)**

Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form

- **Company Registration Documents**

Bidder shall submit valid proof of registration of the company with CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPC is not required, proof of ownership/shareholding must be provided.

- **Declaration of Interests (SBD 4)**

Bidders must complete in full and duly sign returnable forms for declaration of interest and submit with the bid. determination and submit with the bid.

- **Summary Form of Offer (SBD1)**

Bidders must complete in full and duly sign the bid form of offer (SBD 1) using ink. An incomplete form of offer with missing fields shall make the bid non-responsive and shall lead to disqualification.

- **Pricing Schedules**

Bidders must complete in full, initial and duly sign the returnable pricing schedules (SBD 3.2) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

- **Central Supplier Database Registration**

Bidders must submit valid proof of registration with the Eastern Cape Treasury central supplier database.

**19. The following formula will be used for splitting award between two contractors:**

**19.1 SPLIT AND MULTIPLE AWARDS**

19.1.1.1 The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.

19.1.1.2 The following will be taken into consideration when contemplating a split award:

- Capacity to meet volume demand as per Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Previous performance of the bidder.
- Source of the products

19.1.1.3 Two-way split awards will be made in accordance with the following schedule based on the points scored:

| Category | Difference Between points scored | Recommended percentage split |
|----------|----------------------------------|------------------------------|
| A        | Equal points                     | 50/50                        |
| B        | < 5 points                       | 60/40                        |
| C        | >5-10 points                     | 70/30                        |
| D        | 10-20 points                     | 80/20                        |
| E        | >20 points                       | 90/10                        |

19.1.1.4 Where multiple awards are recommended the allocation will be made proportionally based on the total points scored.

## **20. AUTHORISATION DECLARATION**

- 20.1** Any bidder who is sourcing goods and services from a third party must complete the Authorisation Declaration (Part G – Form No.2) form in full for all relevant goods and or services, signed and submitted together with the bid documents at the closing date and time of the bid.
- 20.2** The Purchaser reserves the right to verify any information supplied by the bidder in the authorisation declaration and bid submission, should the information be found to be false or incorrect, the Purchaser will exercise any of the remedies available to it in the bid documents.
- 20.3** The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement and or obligations between the bidder and the third party shall be binding to the ECDOH.
- 20.4** Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such Goods and or Services offered.

## **21. TAX CLEARANCE CERTIFICATE**

The bidder should submit a proof of registration in the (CSD) Central Supplier Database with valid CSD Compliance Tax Status together with the bid documentation.

## **22. CONTRACT PRICING AND ADJUSTMENTS**

- 22.1** The bidder(s) 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.
- 22.2** Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 22.3** All prices submitted must be firm. "Firm prices are deemed to be fixed prices, which are only subject to the following statutory changes; namely Vat and any levy related to customs and excise. Quantities are given in good faith and without commitment to the Pharmaceutical Depot. The Depot reserves the right to increase or reduce the quantity to be in line with set threshold for quotations prescribed in the (SCM) Supply Chain Management Delegations.
- 22.4** 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.

## **23. DECLARATION OF INTERESTS**

- 23.1** The bidder must complete and submit with the bid a duly signed declaration of interest (SBD 4) form. The declaration of interest form is attached as Part G – Form No.3.

**24. BIDDER DUE DILIGENCE**

**24.1** The department reserves the right to conduct supplier due diligence prior to award of the contract or at any time during the contract period. This may include site visits to service points and business premise inspections.

**25. CONTACTING THE PURCHASER**

**25.1** No Bidder shall contact the Purchaser on any matter relating to his bid, from the time of the bid opening until the Contract has been awarded.

**25.2** Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

**26. PURCHASER'S RIGHT TO ACCEPT AND REJECT ANY OR ALL BIDS**

**26.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to the affected Bidder or Bidders.

**27. NOTIFICATION OF AWARD**

**27.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, that his bid has been accepted.

**27.2** The notification of award will constitute the formation of the Contract.

**28. SIGNING OF THE CONTRACT**

**28.1** At the same time as the Purchaser notifies the successful Bidder that his bid has been accepted the Purchaser will send the Bidder the Contractual Agreement (Part G – Form No.10) provided in the Tender Documents, incorporating all agreements between the parties.

**28.2** Within 14 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

## **PART C: BID STRATEGY**

### **1. Purpose and Background:**

In an endeavour to fulfil the Departmental obligation for effective medicine distribution services in the Eastern Cape for the benefit of the Eastern Region and Western Region demanders (Clinics, CHC's and Hospitals) and patients. The Department is currently embarking upon thirty-six (36) months Bid process for lease/rental of Hyster and Reach Trucks from a reputable service provider.

#### **PE Pharmaceutical Depot / Western Region**

- Amathole District
- Buffalo City District
- Nelson Mandela District
- Sara Baartman District

#### **Mthatha Depot Eastern Region**

- Alfred Nzo District
- Chris Hani District
- Joe Gqabi District
- OR Tambo District

### **2. Motivation**

The Depots are currently operating with a twelve (12) months contract which is valid until the 28<sup>th</sup> of February 2026. Once again the same initiative will ensure that there's a continuity as interim measure until the Long-Term Tender process has been concluded. The same project will be a catalyst to improve service delivery objectives for Program 7.2 whilst the Department will be reserving a right to award this service to more than one service provider/s.

## **THE BID CALLS FOR AN URGENT LEASE /RENTAL SUPPLY AND COMMISSIONING OF LIFTING AND HANDLING EQUIPMENT (HYSTERS/FORKLIFT AND REACH TRUCKS) FOR EASTERN CAPE PHARMACEUTICAL DEPOTS (MTHATHA DEPOT AND PORT ELIZABETH DEPOT) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

The Purchaser reserves the right to split-award contracts to more than one preferred bidder for the same equipment type or item.

- For multiple bidders bidding for the same item Make and/or Model, the item will only be awarded to the bidder scoring the highest number of points.
- All equipment that are grouped as a series in the specifications can be treated as a group series and can be evaluated and awarded as such for standardization.
- Where two or more bidders have scored equal points including equal preference points for Specific Goals, the contract will be awarded to the bidder scoring the highest for functionality.
- 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 technical benefits, be awarded to a bid that did not score the highest number of points.
- The successful bidder will be requested to supply, install, commission and maintain the rental equipment ordered directly to where the equipment is required.
- The contract is rate based for 8 hrs per day excluding weekend / item price based and will be utilized on an as and when required principle.
- Provisions will be made in writing if the machinery will be required for more than 8 hours a day.

**PART D**  
**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 DoH or any other authorized authority or person (as the case may be) for a period of thirty-six (36) months. The bidder is further obliged for future support while the contract is in force.

**2. FEES AND CHARGES**

- 2.1 The stipulated bid prices shall be firm for twelve (12) months and increase based on the CPI (Consumer Price Index) for year two (2) and three (3).
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

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

- 3.1 *The DoH's operational requirements.*** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 *Problem identification and reporting.*** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall: -
- Without delay inform the DoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel.
  - Co-operate fully with the DoH 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 people.
- 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 regulation.

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

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

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

3.7 Should the 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:-

## **4. 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.

## **5. 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.

## **6. 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;

## **7. 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 11 above.

The provisions of Clause 10 document contain 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**

- Periodic checks: DoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DoH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DoH. Quarterly reports will also be submitted for overall performance by appointed supplier.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DoH.

- 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 Service.

**PART E**

**Commissioning Service Obligations**

The bidder must propose a technician for the equipment technology offered available to perform commissioning and maintenance services. The returnable personnel strength assessment form (Part G – Form No.4) must be completed, duly signed and submitted with the bid. Qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resume and on the job proof of certification must be submitted together with minimum (3) contactable references.

**PART F**

**Maintenance Service Obligations**

All Bidders shall furnish Experience and manufacturer (Mechanic Professional Certificate of Compliance) registration certification for performing repairs and maintenance on the equipment

**PART G**

**AUTHORISATION DECLARATION**

**NAME OF THE BIDDER:** \_\_\_\_\_

**PROVISION OF LEASE/RENTAL SUPPLY AND COMMISSIONING OF LIFTING AND HANDLING EQUIPMENT (HYSTER/FORK LIFT AND REACH TRUCKS) FOR EASTERN CAPE PHARMACEUTICAL DEPOTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**CLOSING DATE:** 13 MARCH 2026

**Are you sourcing the goods or services from a third party?**

*Please tick the applicable box*

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

***\* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.***

---

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The bidder hereby declares the following: -

- 1.1 The bidder is sourcing the goods or services listed in the attached Annexure A, from a third party to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the Annexure A.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in Annexure A in accordance with the terms and conditions of the bid document for the duration of the Provincial contract. A template has been attached (Annexure A) that is to be used for the purpose of the third-party undertaking. Should the unconditional written undertaking from the third party not be for the full tenure of the Provincial contract, the items concerned will be disqualified.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The bidder declares that the information contained herein is true and correct.
3. The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

**Annexure A. (List of goods or services offered)**

| <b>Bid Item No</b> | <b>Brand Name</b> | <b>Name of the company from where the goods or services will be sourced</b> | <b>Address and contact details of the company from where the goods or services will be sourced</b> |
|--------------------|-------------------|---|--|
|                    |                   |   |  |
|                    |                   |   |  |
|                    |                   |   |  |
|                    |                   |   |  |
|                    |                   |   |  |
|                    |                   |   |  |

*Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

**Note:**

**The authorization letter must be on the official letterhead of the third party. A separate letter must be included for each third party. The authorization letter must be addressed to the Bidding Company.**

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORISATION LETTER: PROVINCIAL CONTRACT: \_\_\_\_\_**

We, \_\_\_\_\_ (*Name of Third Party*) hereby authorize you, \_\_\_\_\_ (*Name of Company*) to include the products or services listed below in your bid submission for the abovementioned Provincial contract.

We confirm that we have firm supply arrangements in place, and have familiarized ourselves with the item descriptions, technical specifications and bid conditions relating to the item/s listed below.

| Item no. | Description of product or service | Brand name |
|----------|-----------------------------------|------------|
|          |                                   |            |
|          |                                   |            |
|          |                                   |            |
|          |                                   |            |

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

As the authorizer of the above products or services, we confirm the provision of support of the same for the entire transversal contract period of thirty-six (36) months. We confirm that if the Bidder is successful will inform us of the actual Provincial contract period upon award.

Yours faithfully,

\_\_\_\_\_  
Signature of Third Party

\_\_\_\_\_  
Date

Indicate the status of the tenderer by ticking the appropriate box below.

|            |                      |                |                  |                    |
|------------|----------------------|----------------|------------------|--------------------|
| A. COMPANY | B. CLOSE CORPORATION | C. PARTNERSHIP | D. JOINT VENTURE | E. SOLE PROPRIETOR |
|            |                      |                |                  |                    |

The Bidder must complete the appropriate certificate set out below for its category of organisation. If the tenderer is a company, close corporation or joint venture, the Bidder must attach a certified copy the document that is proof of the contents of the certificate (resolution of the board of directors of a company, members' resolution of a close corporation, or power of attorney in the case of a joint venture). Note further that the authorised representative of the tenderer will in addition be required to sign the form at the end in addition to the relevant certificate for category of organisation.

**A. Certificate for company** I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of the board of directors of \_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in his/her capacity of \_\_\_\_\_, is authorised to submit this tender on behalf of the company, and to sign all documents in connection with this tender and any contract that may result from it on behalf of the company. The resolution of the board is annexed to this Form.

|         |           |
|---------|-----------|
| Signed: | Date:     |
| Name:   | Position: |

**B. Certificate for close corporation**

I, \_\_\_\_\_, in my capacity as member of \_\_\_\_\_, hereby confirm that by majority vote of the members taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in his/her capacity of \_\_\_\_\_, is authorised to submit this tender on behalf of the close corporation, and to sign all documents in connection with this tender and any contract that may result from it on behalf of the close corporation. The members' resolution is annexed to this Form.

|         |           |
|---------|-----------|
| Signed: | Date:     |
| Name:   | Position: |

**C. Certificate for partnership**

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_,  
acting in his/her capacity of \_\_\_\_\_, to submit this tender on  
our behalf, and to sign all documents in connection with the tender and any contract that may  
result from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE: This certificate is required to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.**

**D. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise  
Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_  
\_\_\_\_\_, being the lead member in the Joint Venture, to sign all documents  
in connection with the tender and any contract that may result from it on behalf of all the members in  
the Joint Venture.

This authorisation is evidenced by the attached power of attorney signed by the legally authorised  
signatories of all the members in the Joint Venture.

Furthermore we attach to this Form a copy of the Joint Venture Agreement which incorporates a  
statement that all members in the Joint Venture are liable jointly and severally for the execution of  
the contract, a term that indicates the member that will be the lead member, and terms that indicate  
the ratios according to which work and payment will be divided amongst the members.

| Name         | Address | Signature |
|--------------|---------|-----------|
| Lead Partner |         |           |
|              |         |           |
|              |         |           |
|              |         |           |

**E. Certificate for sole proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole proprietor of the  
business trading as \_\_\_\_\_  
\_\_\_\_\_

|         |                                |
|---------|--------------------------------|
| Signed: | Date:                          |
| Name:   | Position:<br>(Sole Proprietor) |

NOTE: The table hereunder to also be fully completed by all Bidders irrespective of the category of organisation selected and completed as per above.

|                                     |  |
|-------------------------------------|--|
| Name of Bidder:                     |  |
| Full Names of Authorised Signatory: |  |
| Designation of Capacity:            |  |
| Signature of Authorised Signatory:  |  |
| Date of Signature:                  |  |

**FORM No.4: PERSONNEL STRENGTH ASSESSMENT FORM**

All Bidders shall furnish resume of their key personnel whose role and function are directly and indirectly relevant to the project for each position below. The number of position below does not reflect the number of engineers/technician required for the service contract but shall demonstrate that the Bidder has already qualified manpower available. The bidder shall propose a brief introduction as well as a structure of a project team in implementing this project with the personnel listed below.

| Type of Designation              | Responsibility  | Proposed Candidate (Full Name, Surname and ID Number) |
|----------------------------------|---|---|
| 1. <b>Application Specialist</b> | Training to users on equipment operation, functional set-up and testing, proper application, appropriate handling, cleaning and storage |   |
| 2. <b>Technician</b>             | Maintenance and repairs to equipment for continued operation such that downtime is prevented.   |   |

For all the available candidates proposed above, please provide/submit their resume detailing the minimum required information below in the following format:

| Resume of Candidate  |                 |   |
|--|-----------------|---|
| <b>Name:</b>   |                 |   |
| <b>Surname:</b>  |                 |   |
| <b>Designation:</b>  |                 |   |
| <b>ID Number:</b>  |                 |   |
| <b>Sex (Male/Female):</b>  |                 |   |
| <b>Cell No.:</b>   |                 |   |
| <b>Professional Qualifications:</b>  |                 |   |
|  |                 |   |
| <b>Name of Present Employer:</b>   |                 |   |
| <b>Employer Address:</b>   |                 |   |
| <b>Telephone:</b>  |                 |   |
| <b>Fax:</b>  |                 |   |
| <b>Email:</b>  |                 |   |
| <b>Date Joined:</b>  |                 |   |
| <b>Direct Supervisor</b>   |                 |   |
|  |                 |   |
| <b>Working Experience over the Past Years in reverse chronological order</b> |                 |   |
| From (Month/Year)  | To (Month/Year) | Employer/ Position/ Project name and work scope, and or relevant experience obtained. |
|  |                 |   |
|  |                 |   |
|  |                 |   |
|  |                 |   |

Please attach all copies of qualification certificates as evidence or proof.

**PART H: SCHEDULES****SUMMARY LIST OF SCHEDULES:**

Schedule A: Functionality Evaluation Criteria

Schedule B: Response Times for Reactive Maintenance AND Call-out Fees

Schedule C: Equipment Specifications

Schedule D: Pricing Schedule

**Schedule A.****Stage 2: FUNCTIONALITY EVALUATION CRITERIA**

- 1) The functionality evaluation will be conducted in terms of the evaluative dimensions set-out hereunder where bidders must score a minimum threshold of eighty (80) out of one hundred (100) points to qualify for stage 3 (Price and Specific Goals) evaluation.
- 2) Bidders who fail to meet the minimum threshold of 80 points will be disqualified.

| <b>Criteria</b>                             | <b>Scoring Matrix</b>   | <b>Max Score</b> | <b>Evidence</b>  |
|---|---|------------------|--|
| <b>References</b>                           | Client's references up to 3 with positive references letters & contact details, for supply, commissioning and delivery of the item:<br><br>Three references = 10<br><br>Two references (5)<br><br>One references (3)<br><br>Zero references (0) | 10               | References letters of Performed contracts up to from R500,000 AND contact details.   |
| <b>Technical Specification</b>              | Compliance Equipment Specification:<br><br>- 100% compliance = (40)<br>- 80% and 100% = (30)<br>- 60% and 80% compliance = (20)<br>- Below 60% = zero (0)   | 40               | Conduct INLOCO Inspection and verify the following: -<br><br>Electrical with Lithium ion battery,<br>Three wheel, weight and size,<br><br>Fork length, fork height.              |
| <b>Locality (Accessibility and Support)</b> | Service Support Office Location and access to spare parts:<br><br>- Representation in BOTH Mthatha and Gqeberha (15)<br>- Representation in Mthatha OR Gqeberha (10)<br>- No Representation from Mthatha OR Gqeberha (0)                        | 15               | Lease Agreement, Telkom or Municipal Account/ Signed Proof of Address from Ward Cllr.  |
| <b>Maintainability and Serviceability</b>   | Availability of Certified Technical Team to do maintenance/service on the sites: -<br><br>- Certified Technician in both sites (15)<br>- Certified Technician in one site (5)<br>- No Certified Technician = (0)                                | 15               | Attach CV (Ref. Pg. 27 - Part G. Form No.4) and Certificate of proposed Technician as evidence.  |
| <b>Execution plan</b>                       | Detailed execution plan (schedule 0)<br><br>- Detailed (20)<br><br>- Moderate (15)<br><br>- Below average (10)<br><br>- No execution plan (0)   | 20               | The bidder must provide an execution plan on how the contract is going to be effected successfully including;<br><br>- Lead times to both Depots<br><br>- Preventive maintenance |

|  |                     |            |                              |
|--|---------------------|------------|------------------------------|
|  |                     |            | - Training Plans for Drivers |
|  | <b>Total Points</b> | <b>100</b> |                              |

**Schedule B.**

- RESPONSE TIMES FOR REACTIVE MAINTENANCE AND CALL-OUT FEES**

The response time is the time it takes for contractor to be onsite after receiving a request for maintenance and repairs. The Contractor shall provide an on-call services 7 days a week for emergency repairs of Lifting and Handling Equipment and will follow the response time as indicated in the TABLE below. In addition, Tactical equipment must be repaired within 1 day of the original work order request date or a replacement machinery be provided immediately. Equipment designated as Critical must be repaired within 1 days. If the equipment is not repaired within this time frame the Employer has the right to impose penalties and seek other repair options elsewhere.

| Equipment Type               | PERFORMANCE INDICATORS                           |                     |                      |                        |                               |
|------------------------------|--|---------------------|----------------------|------------------------|-------------------------------|
|                              | Priority (Critical = C /Tactical = T/ Other = O) | Response Time (hrs) | Coverage Hours (hrs) | Completion Time (Days) | Call - out Fess (Rand Values) |
| <b>Electric Forklifts</b>    |  | 8 hrs               | Working hrs          |                        | R                             |
| <b>Electric Reach Trucks</b> |  | 8 hrs               | Working hrs          |                        | R                             |
| <b>Battery Charger</b>       |  | 8 hrs               | Working hrs          |                        | R                             |
| <b>Power (Electrical)</b>    |  | 8 hrs               | Working hrs          |                        | R                             |
| <b>Battery Cells</b>         |  | 8 hrs               | Working hrs          |                        | R                             |
| <b>Other</b>                 |  | 8 hrs               | Working hrs          |                        | R                             |

**Item 1.**

| RENTAL SUPPLY AND COMISSIONING OF ELECTRIC REACH TRUCKS AT MTHATHA PHARMACEUTICAL DEPOT FOR A PERIOD OF PERIOD OF THIRTY-SIX (36) MONTHS   |  | COMPLIANCE |    |
|--|--|------------|----|
|  |  | YES        | NO |
| <ul style="list-style-type: none"> <li>• <b>Machinery Capacity:</b> 1200kg – 1600kg OR (1.2 ton to 1.6 ton)</li> <li>• <b>Lift Height:</b> 3m – 5m</li> </ul>  |  |            |    |
| Powered – Electric reach trucks with installed Charger   |  |            |    |
| <b>Detailed Specification</b><br><b>3 wheeler</b>  | <b>Maintenance /Repair/Replacement Frequency</b> |            |    |
| Battery Charger  | When necessary (Covered with warrantee)          |            |    |
| Battery  | Lithium Ion Battery                              |            |    |
| <b>N.B.</b> Bidders to confirm (by initials) that maintenance and repairs will be the responsibility of the service provider within 8hrs of the call-out while the replacement machine is delivered on site for continuity of daily operations without fail. |  |            |    |

**Item 2**

| RENTAL SUPPLY AND COMISSIONING OF ELECTRIC FORKLIFT AT MTHATHA PHARMACEUTICAL DEPOT FOR A PERIOD OF PERIOD OF THIRTY-SIX (36) MONTHS   |  | COMPLIANCE |    |
|--|--|------------|----|
|  |  | YES        | NO |
| <ul style="list-style-type: none"> <li>• <b>Machinery Capacity:</b> 1200kg – 1600kg OR (1.2 ton to 1.6 ton)</li> <li>• <b>Lift Height:</b> (3m – 5m)</li> </ul>  |  |            |    |
| Powered – Electric Forklift with installed Charger   |  |            |    |
| <b>Detailed Specification for 3-wheeler</b>  | <b>Maintenance /Repair/Replacement Frequency</b> |            |    |
| Battery Charger  | When necessary (Covered with warrantee)          |            |    |
| Battery  | Lithium Ion Battery                              |            |    |
| <b>N.B.</b> Bidders to confirm (by initials) that maintenance and repairs will be the responsibility of the service provider within 8hrs of the call-out while the replacement machine is delivered on site for continuity of daily operations without fail. |  |            |    |

| INITIALS |  |
|----------|--|
|          |  |

**Schedule C.**

**•EQUIPMENT SPECIFICATIONS – (P.E. Pharmaceutical Depot)**

**Item 3.**

| RENTAL SUPPLY AND COMISSIONING OF ELECTRIC REACH TRUCKS AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF PERIOD OF THIRTY-SIX (36) MONTHS  |  | COMPLIANCE |    |
|--|--|------------|----|
|  |  | Yes        | No |
| <ul style="list-style-type: none"> <li>• <b>Machinery Capacity:</b> 1800kg -3600kg OR (1.8 ton to 3.6 ton)</li> <li>• <b>Lift Height:</b> (3m – 6m)</li> </ul>   |  |            |    |
| Powered – Electric Reach truck with installed Charger  |  |            |    |
| <b>Detailed Specification Three -Wheeler Reach Truck with blue light indicator</b> (reverse and forward)   | <b>Maintenance /Repair/Replacement Frequency</b> |            |    |
| Battery Charger  | When necessary (Covered with warrantee)          |            |    |
| Battery  | Lithium Ion Battery                              |            |    |
| Length of forks  | 1m - max   |            |    |
| <b>N.B.</b> Bidders to confirm (by initials) that maintenance and repairs will be the responsibility of the service provider within 8hrs of the call-out while the replacement machine is delivered on site for continuity of daily operations without fail. |  |            |    |

**Item 4.**

| RENTAL SUPPLY AND COMISSIONING OF A FORKLIFT AT PORT ELIZABETH DEPOT PHARMACEUTICAL DEPOT FOR A PERIOD OF 36 MONTHS  |  | COMPLIANCE |    |
|--|--|------------|----|
|  |  | Yes        | No |
| <ul style="list-style-type: none"> <li>• <b>Machinery Capacity:</b> 1800kg -3600kg OR (1.8 ton to 3.6 ton)</li> <li>• <b>Lift Height:</b> (3m – 6m)</li> </ul>   |  |            |    |
| Powered – Electric Forklift with installed Charger   |  |            |    |
| <b>Detailed Specification three-Wheeler Forklift/ Hyster with blue light indicator</b> (reverse and forward)   | <b>Maintenance /Repair/Replacement Frequency</b> |            |    |
| Battery Charger  | When necessary (Covered with warrantee)          |            |    |
| Battery  | Lithium Ion Battery                              |            |    |
| Length of forks  | 1m - max   |            |    |
| <b>N.B.</b> Bidders to confirm (by initials) that maintenance and repairs will be the responsibility of the service provider within 8hrs of the call-out while the replacement machine is delivered on site for continuity of daily operations without fail. |  |            |    |

|                 |  |
|-----------------|--|
| <b>INITIALS</b> |  |
|                 |  |

**Schedule D. PRICING SCHEDULE 3.2**

**D1. Mthatha Pharmaceutical Depot Rental – Electric Reach Truck**

| No. | Item Description   | Unit Cost (Incl. Vat) |       |     |     |
|-----|--|-----------------------|-------|-----|-----|
|     |  | Monthly               | Total |     |     |
|     |  |                       | Yr1   | Yr2 | Yr3 |
| 1.  | Rental Supply and commissioning of a 1.2 – 1.6-ton lithium Lon Powered Electric Reach Truck with three-wheeler, battery and a charger. | R                     | R     | R   | R   |
| 2.  | Once Off Delivery Cost   | <b>Sub Total</b>      | R     |     |     |

**D2. Mthatha Pharmaceutical Depot Rental - Electric Forklift**

| No. | Item Description  | Unit Cost (Incl. Vat) |       |     |     |
|-----|---|-----------------------|-------|-----|-----|
|     |   | Monthly               | Total |     |     |
|     |   |                       | Yr1   | Yr2 | Yr3 |
| 1.  | Rental Supply and commissioning of a 1.2 – 1.6-ton Lithium Lon Powered Electric Forklift with three-wheeler, battery and a charger. | R                     | R     | R   | R   |
| 2.  | Once Off Delivery Cost  | <b>Sub Total</b>      | R     |     |     |

**D3. P.E. Pharmaceutical Depot Rental - Electric Reach Truck**

| No. | Item Description  | Unit Cost (Incl. Vat) |       |     |     |
|-----|---|-----------------------|-------|-----|-----|
|     |   | Monthly               | Total |     |     |
|     |   |                       | Yr1   | Yr2 | Yr3 |
| 1.  | Rental Supply and commissioning of a 1.8 3.6-ton Lithium Lon Powered Electric Forklift with three-wheeler, battery and a charger. | R                     | R     | R   | R   |
| 2.  | Once Off Delivery Cost  | <b>Sub Total</b>      | R     |     |     |

**D4. P.E. Pharmaceutical Depot Rental - Electric Forklift**

| No. | Item Description  | Unit Cost (Incl. Vat) |       |     |     |
|-----|---|-----------------------|-------|-----|-----|
|     |   | Monthly               | Total |     |     |
|     |   |                       | Yr1   | Yr2 | Yr3 |
| 1.  | Rental Supply and commissioning of a 1.8 – 3.6-ton Lithium Lon Powered Electric Forklift with three-wheeler, battery and a charger. | R                     | R     | R   | R   |
| 2.  | Once Off Delivery Cost  | <b>Sub Total</b>      | R     |     |     |

**NOTE WELL:**

IT IS COMPULSORY FOR SERVICE PROVIDERS TO COMPLETE THE ABOVE PRICING SCHEDULES FOR A TOTAL (VAT INCLUSIVE) BID PRICE FOR VAT VENDORS.

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

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**SBD4**

**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.

| <b>Full Name</b> | <b>Identity Number</b> | <b>Name of State institution</b> |
|------------------|------------------------|----------------------------------|
|                  |                        |                                  |
|                  |                        |                                  |
|                  |                        |                                  |
|                  |                        |                                  |
|                  |                        |                                  |
|                  |                        |                                  |

---

<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.

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..1 If so, furnish particulars:

.....  
.....

### **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.

---

<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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

| Full Name | Identity Number | Personal Reference Number | Tax State Number / Employee Pearsal Number |
|-----------|-----------------|---------------------------|--|
|           |                 |                           |  |
|           |                 |                           |  |
|           |                 |                           |  |
|           |                 |                           |  |
|           |                 |                           |  |
|           |                 |                           |  |
|           |                 |                           |  |

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

**Schedule G**  
**Qualifications and Experience**

---

1. Details of the extent of the bidder's activities and business, e.g. branches:

---

---

---

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

Description of Contract    Period    Contact Person & Tel No.

---

---

---

*(Please provide contactable reference)*

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

---

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

---

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

---

---

---

---

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

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

In the presence of :

1. ....

2. ....

---

**Part 5 – Schedule H**  
**Organisation type**

---

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

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

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

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

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

In the presence of:

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



---

**Part 5 – Schedule J**  
**Details of Supplier's Nearest Office**

---

1. Physical address of supplier's office

---

---

---

---

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

2 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 K  
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Stamped Audited Financial Statements 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: \_\_\_\_\_

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

---

**Part 5 – Schedule L**  
**Preference Points Claim Forms in terms of the Preferential Procurement Regulations, 2022**

---

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     |               |
| <b>SPECIFIC GOALS</b>                            |               |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

##### 80/20

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>max</sub> = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|--|--|
| Historically Disadvantaged Individuals - Race               |  | 20 (4)   |  |  |
| Historically Disadvantaged Individuals - Women              |  | 20 (4)   |  |  |
| Historically Disadvantaged Individuals – Disability         |  | 20 (4)   |  |  |
| Youth   |  | 20 (4)   |  |  |
| Locality Ownership<br>Eastern Cape - 2<br>Outside EC - 0    |  | 10 (2)   |  |  |
| Military Veterans - 2                                       |  | 10 (2)   |  |  |
| <b>Total</b>  |  | <b>100 (20)</b>  |  |  |

A tenderer must submit proof of its Specific Goals status of contributor.

- b) A tenderer failing to submit proof of Specific Goals status level of contributor or is a non-compliant contributor to Specific Goals may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.
- c) The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:
- CIPC certificate with percentage ownership or CSD report with percentage ownership verified from CIPC with ID copies (must be certified with original stamp within 3 months from closing date of bid/quote);
  - Medical certificate / Doctor's medical report (Impairment should be substantially limiting – long term or of recurring nature)
  - Municipal accounts or lease agreement or affidavit or proof of address
- d) A tenderer may not be awarded points for Specific Goals status level of contributor if the tender documents indicate that they intend subcontracting 25% of their contract value to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the contract.
- e) The points scored by the tenderer for Specific Goals must be added to points scored for price.
- f) The points scored must be rounded off to the nearest two decimal places.
- g) The bid must be awarded to the tenderer scoring the highest points.
- h) If the price offered by the bidder who scored the highest points is not market-related the bid may not be awarded the contract, but a market-related price negotiated or cancel the bid.
- i) If the highest scoring bidder does not agree to the market related price, negotiate with the second highest scoring bidder or cancel the bid.
- j) If the bidder scoring the second highest points does not agree to a market-related price, negotiate with bidder scoring the third highest points or cancel the bid.
- k) If the market price is not agreed as envisaged the bid should be cancelled.
- l) No splitting of requirements is allowed to remain within the threshold value. When determining a transaction, requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state 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 organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

|                                    |
|------------------------------------|
| .....                              |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> .....     |
| <b>DATE:</b> .....                 |



## **PART I**

### **Government Procurement General Conditions of Contract**

---

#### **Annexure A**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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32. Taxes and duties

## 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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that 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 Terms of Reference.

## 5. Use of Contract Documents and information inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any Terms of Reference, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

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

## 7. Performance Security

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

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **18. Contract**

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

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

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

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

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

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

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

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

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

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

## **23. Termination**

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

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

or in executing the contract.

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

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

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

#### **25. Force Majeure**

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

#### **28. Limitation of liability**

- 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 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 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.