



Province of the
EASTERN CAPE
HEALTH

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	SCMU3-25/26-0190-BCM	CLOSING DATE:	31 OCTOBER 2025	CLOSING TIME:	11H00
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DESCRIPTION	SUPPLY OF MAINTENANCE MATERIAL FOR A PERIOD OF (36) MONTHS FOR BCMHD FACILITIES, IN THE EASTERN CAPE PROVINCE ON AS AND WHEN REQUIRED.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**BUFFALO CITY METRO HEALTH DISTRICT
79 CORNER FITZPATRICK ROAD AND MERINO DRIVE
QUIGNEY
EAST LONDON**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr B Sijadu	CONTACT PERSON	Mr B Sijadu
TELEPHONE NUMBER	043 708 1782	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	buntu.sijadu@echealth.gov.za	E-MAIL ADDRESS	buntu.sijadu@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF ANSWER YES, THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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 RS	<input type="checkbox"/> YES <input type="checkbox"/> NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

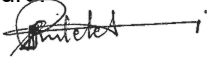

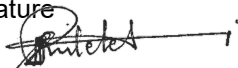
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

DOCUMENT CONTROL SHEET SCMU3-25/26-0190-BCM

Drafted by: Demand Management BCMHD	Date:	Name: S. Siguba	Signature: S A Siguba
Reviewed by: Demand Management Head Office	Date: 25/09/2025	Name: P. Mtheleli	Signature: 
Approved by Bid Specification Committee	Date:	Name: N.M Addison- diedericks	Signature: 
Advert approved by: GM SCM	Date: 29/09/2025	Name: P. Mtheleli	Signature: 

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2. DEFINITIONS

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

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

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none">o The cover page and the table of content and definitionso Part 1 which details the Conditions of Bid;o Part 2 which details the Conditions of Contract and Operational Requirements;o Part 3 which details the bid strategyo Part 4 which details the Terms of Reference relating to the Technology / Serviceso Part 5 which contains all the requisite bid forms and certificates; <i>As read with GCC–General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1
CONDITIONS OF BID

1. BACKGROUND AND INTRODUCTORY PROVISION

THE DEPARTMENT INTENDS TO ENGAGE SUITABLY QUALIFIED SERVICE PROVIDER TO SUPPLY HARDWARE MATERIAL FOR THE PERIOD OF (36) THIRTY-SIX MONTHS, EASTERN CAPE PROVINCE ON WHEN AS REQUIRED.

2. OFFER AND SPECIAL CONDITIONS

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

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

2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid and submit CSD documents. Failure to register may invalidate your bid.**

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

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

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

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

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

4. ENQUIRIES

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

5. BID BRIEFING

No briefing shall be held, however, bidders are encouraged to submit written enquiries regarding the bid and send them through the email address provided above on SBD1.

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

7. PRICING

- 7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**
- 7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8. DECLARATION OF INTEREST

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

9. QUALIFICATIONS OF BIDDERS

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

10. PARTNERSHIPS AND LEGAL ENTITIES

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

11. CONSORTIUM/JOINT VENTURE

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

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

12. ORGANISATIONAL PRINCIPLES

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

13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

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

14. FINANCIAL PARTICULARS

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

15. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule K contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

16. VALIDITY

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

17. ACCEPTANCE OF BIDS

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

18. NO RIGHTS OR CLAIMS

- 18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any

response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

- 18.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

19. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 19.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the ECDoH.
- 19.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

20. ACCURACY OF INFORMATION

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

21. COMPETITION

- 21.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 21.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.
- 21.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

22. RESERVATION OF RIGHTS

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

23. EVALUATION CRITERIA

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations as amended in 2022, shall be used for this contract. 80 points will be allocated for price, and 20 points for specific goals.

23.1 The bid will be evaluated as follows:

Stage 1: Administrative and mandatory compliance /pre-qualification

Stage 2: Price and Specific goals

Stage 3: Post bid negotiation

The stages are further detailed below

24. 1st Stage: Administrative compliance/Pre-qualification

24.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.

24.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.

24.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

- reject the bid Proposal in question and not to evaluate it at all;
- give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;
- in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

25 The following criteria shall apply

ADMINISTRATIVE COMPLIANCE

25.1 The bid documentation must be completed comprehensively and correctly.

25.2 Bidders must have provided supporting documentation as per the bid requirements.

MANDATORY REQUIREMENT

25.2 Offer must be submitted on SBD 3.2 in line with the specification and include all the costs relating to the invitation and must be VAT inclusive (N.B. no hidden cost will be paid by the Department of Health.)

25.3 The bidder must bid for ALL the items in the category and failure to do so will invalidate the bid.

25.4 Declaration forms (SBD 4, 6.1,) must be fully completed and signed.

25.5 Letter from where goods will be sourced or Certificate of conformance if the bidder is a hardware.

25.4 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).

#	<i>Requirement</i>	Complied	
		YES	NO
A	Document completed in original ink		
B	Invitation to Bid (SBD1) completed and signed		
C	Pricing Schedule (SBD 3.2) must be completed and signed.		
D	Declaration of Interest (SBD 4)		
E	Preferential Points Claim (SBD 6.1)		
F	Company registered in South Africa (Registration documents attached)		
G	JV agreement (if applicable)		
H	Service provider must be registered on Central Supplier Database (CSD)		
I	Letter from where goods will be sourced or Certificate of conformance if the bidder is a hardware		

26. 2nd Stage: Price and Specific goals

27.1 In terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act of 2022, 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining maximum points for Specific Goals as illustrated below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
Historically Disadvantaged Individuals Ownership	20% (4)
Women Ownership	20% (4)
Youth Ownership	20% (4)
Disability Ownership	20% (4)
Military Veterans Ownership	10% (2)
Locality Ownership In the BCM Area	10% (2)
TOTAL	100% (20)

N.B: Bidders are required to submit, together with their bids, the following: -

- a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- b) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:
 - Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no. and % ownership

- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no and % ownership*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no. and % ownership*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof. and % ownership*
- *Military Veterans Ownership: Letter from Department of Military Veterans confirming veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement or letter from ward Conscillar)*
- *Updated CSD report*

26.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS

26.3 The points scored by a bidder in respect of the level of SPECIFIC GOALS will be added to the points scored for price.

26.4 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to Specific goals. The total points scored will be rounded off to the nearest 2 decimals.

26.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for SPECIFIC GOALS.

26.6 Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

26.7 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

27. 3rd Stage: Post Bid Negotiation

- The Department reserves the right to enter into post bid negotiations to ensure value for money for procurement of goods.

PART 2
Conditions of Contract and Operational Requirements

1 CONTRACT

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

2. FEES AND CHARGES

2.1 The bidder shall confirm that the prices are firm or non firm.

2.2 Price adjustment will be allowed after 12 months and will be based on CPI.

2.3 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve service provider of any of its obligations under the contract.

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

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

3.4 Regulations and statutes: The service provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

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

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

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

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

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

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

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

4. Hazardous materials

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

5. FIRE RISKS

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

6. ENERGY MANAGEMENT

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

7. OCCUPATIONAL HEALTH AND SAFETY

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

The service provider: -

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

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with

performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

ECDoH to develop a contract utilisation procedure outlining request, storage and reporting processes.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

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

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

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

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

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

9.4 Measurement of performance

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

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

10. BREACH AND TERMINATION

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

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.

PART 3 BID STRATEGY

1. OBJECTIVE

The main objective is to procure the hardware material for Buffalo Metro Health District Facilities, Buffalo Metro Health District, Eastern Cape Province.

2. BACKGROUND

The National Health Act, 61 of 2003 emphasises the need to foster good quality health services by ensuring that buildings are safe and adequately maintained. Currently infrastructure in our facilities is deteriorating due to poor maintenance. In an effort to improve the image of the facility, the District is embarking on a long-term contract for the procurement of hardware material and equipment for Health Care Facilities. Sub Domain 7.4 states that, buildings and grounds are to be kept clean and hygienic to maximise safety and comfort.

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

2. MATERIAL STANDARDS

- All material must be clearly labelled
- Section 43 of the OHS Act 1993 made a regulation in the Schedule 9A(1) to 10 (3) that every person who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonable practicable provide the person receiving such substance free of charge with a material safety data sheet containing all the information as contemplated in either ISO 1 1014 or ANSI Z400.1.1993 with regard to product and company identification, composition /information on ingredients, hazards identification, first aid measures, firefighting measures, accidental release measures, handling and storage, exposure control/personal protection, physical and chemical properties, stability and reactivity, toxicological info, ecological info, disposal considerations and other information.
- Suppliers must submit Material Safety Data Sheet of material/chemicals to be used
- Supply products that comply with SABS or SABS approved, OHSA, NEMA and Hazardous Chemical Substance Act 15 of 1973 and other applicable standards
- Supply environmentally friendly material that have no secondary effect on the environment and patients.

Please note:

- **Bidders must bid for all items under EACH category as per specification appended on this bid document.**
- **The Department has a right to award the contract as a whole or to more than one bidder per category. The allocation criteria will be based on the highest category and highest scoring bidder first.**
- **If a bidder is awarded in one category will not be considered in other categories even if she/he obtained the highest point unless there is limited number of qualifying bidders.**
-
- **The contract is a rate/ item price based and purchase will be requested as and when need arises.**

GENERAL

- Services providers are requested to provide everything necessary to fully satisfy the requirements of the bid documents and to ensure a complete, market related and competitive bid is submitted.
- No additions to bid will be allowed, after the bid is submitted, for any unforeseen costs by the contractor, after the bid has closed.
- The successful bidder will be required to enter into a written contract with **ECDOH** for a period of thirty- six (36) months.

- This contract will contain performance penalties in terms of the Service Level Agreement based on Part 4 of Specification. These penalties will be negotiated by all parties prior to the signing of the above contract.

DELIVERY AND QUANTITIES

- The contract is a rate/item based and the goods/service will be placed as and when need arises.

CONTRACT PERIOD

- Thirty-six (36) Months
- Rate based contract

LEGAL FRAMEWORK

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

Counter Offers

Bidder's attention is drawn to the fact that counter offers with regard to any of the above-mentioned

Special Condi

PART 4
SPECIFICATION FOR HARDWARE MATERIAL

NB: The quantities reflected below (for both categories A, B & C) are for evaluation purposes ONLY. The bid will be awarded on a rate per item to inform the catalogue over the contract period.

CATEGORY A: CARPENTRY MATERIAL AND COMPONENTS

NO	ITEM DESCRIPTION	UNIT OF MEASURE / SIZE	ESTIMATED QTY FOR 36 MONTHS
1	Rolltop ridge corr	1.8m galv 0.4x400mm	800
2	lbr	0.4 fh / 0.686x3.6m isq550	2000
3	lbr	0.4 fh 0.686x402x isq550	2000
4	lbr	0.4 fh / 0.686x4.8m isq550	1000
5	lbr	0.4 fh /0686x5.4m isq550	1000
6	lbr	0.4 fh /0.686x6.0m isq550	1000
7	lbr	0.4 fh /0.686x606m isq550	500
8	Roofing screws sabs	90mm box of 100	2500
9	Corr iron	0.27mm /0610x3.0 mtr z100	2000
10	Corr iron	0.27mm /0610x3.6 mtr z100	1000
11	Corr iron	0.3mm /0.610x6.0 mtr z100	1000
12	Corr iron	0.4mm /0.762x4.8 mtr z100	3000
13	Corr iron	0.4mm /0.762x4.2 mtr z100	3000
14	lbr board close ridge	685mm galv 0.4 z160	1000
15	lbr Eave	685mm galv z100	1000
16	Nails sabs	5kg /75x3055mm	1500
17	Nails sabs	5kg /100x4mm	1500
18	Nails sabs	5kg /125x5mm	1500
19	Nails sabs	5kg /150x506mm	1500
20	Nails	1kg /75x3.55mm	1500
21	Timber sabs cca	38x152 306m	600
22	Timber sabs cca	38x152 6.6m	600
23	Timber sabs cceEea	38x38x38 3.0m	1500
24	Timber sabs cca	38x38 3.6m	1500
25	Timber sabs cca	38x38 4.2m	1500
26	Timber sabs cca	38x38 4.8m	1500
27	Timber sabs cca	38x38 6.0m	1500
28	Timber sabs cca	50x76 3.0m	1500
29	Timber sabs cca	50x76 3.6m	1500
30	Timber sabs cca	50x76 4.2m	1500
31	Timber sabs cca	50x76 4.8m	1500
32	Timber sabs cca	50x76 6.0m	1600
33	Timber sabs cca	50x76 6.6m	1600
34	Timber sabs cca	38x114 3.6m	1600
35	Timber sabs cca	38x114 4.2m	1600
36	Timber sabs cca	38x114 4.8m	1600
37	Timber sabs cca	38x114 5.4m	1600
38	Timber sabs cca	38x114 6.0m	1600
39	Timber sabs cca	38x114 3.0m	1600
40	Timber sabs cca	38x114 6.6m	1500

41	Polycarb lbr	0.8mm Opal 50 2.4m	1500
42	Polycarb lbr	0.8mm Opal 50 3.6m	1500
43	Toilet tabs		800
44	Toilet seats		800
45	Sisterns	front flusher low level	600
46	Timber sabs cca	50x152 4.2m	1500
47	Timber sabs cca	50x152 6.6m	1500
48	Timber sabs cca	50x228 4.2m	1500
49	Timber sabs cca	50x228 6.6m	1500
50	Rhino board	6.4mm /0.9x3.0m	2000
51	Rhino board	6.4mm /1.2x3.0m	2000
52	Rhino board	6.4mm /0.9x3.6m	2000
53	Rhino board	6.4mm /1.2x3.6m	2000
54	Nutec ceiling	4mm /1.2x3.0m	2000
55	Window cill	15mm nutec 175mmx2.000mm	1500
56	Masonite std brown	3.2mm 2.mm 2.440x1.220	1500
57	Gyproc rhinolite plaster	10kg	1500
58	Pvc screw and cap	50 per packet	1500
59	Jointer barge board	200x80mm	1500
60	Pvc 9mm barge board grith	225mmx4mtr	1000
61	Pvc 9mm barge board grith	225mmx4mtr	1000
62	Pvc 9mm barge board grith	225mmx6mtr	1000
63	Pvc "H" strip	6mmx3.0mtr for rhino b	1000
64	Pvc weld	250ml	1000
65	Screw drywall coarse thread	4.2x40#8 (5)	1000
66	Pvc ceiling H jointer	3.6m	1000
67	Pvc celing gold dust	3600mmx250xmmx6mm	1000
68	Gyproc rhinolite natural plus	40kg multi	1000
69	Pvc ceiling beige stone	3600mmx250mmx7mm	1000
70	Eco half round gutter	6m	500
71	Eco half round gutter	4.5m	500
72	Eco 80mm downpipe belled	3m	500
73	Eco downpipe offset	Standard size	500
74	Eco downpipe holder bat	Standard size	500
75	Eco downpipe shoe	Standard size	500
76	Eco gutter stop end	Standard size	500
77	Eco gutter union clip	Standard size	500
78	Eco gutter external angle 90 degress	Standard size	500
79	Gutter sabs sq pvc	3.0m shg510	500
80	Gutter sabs sg external angle pvc sa504		500
81	Gutter sabs sq bracket fascia pvc sk 501		500
82	Gutter sabs sq bracket fascia pvc sk 501		500
83	Fiber glass sheets	white 6m	500
84	Fiber glass sheets	White 4,2 mm	500

85	Purlines	6,6mm / bundle	1500
86	Nail wire	100mm / pkt	1500
87	Nail wire	120mm / pkt	1500
88	Roofing screw	120mm / box	1500
89	Rafters	Timber 3m	500
90	Ceiling boards nutec	3m	500
91	Nails nutec	32mm / pkt	1500
92	Panel pins	40mm /kg	1500
93	Padlock heavy duty	BBL, SNG 40mm	1500
94	Drawer runners	450-500mm/pair	1500
95	Hinges full standards	Fully Overlay	1500
96	Melamine boards	White ,2,7m x1,8m	1500
97	Edging strip with glue	White 1mm impact edging /M	500
98	Wood filler	White ,200g	500
99	Lockset Door / Mortice lock	BBL,4Lever reversible (LH/rh), complete w/door handles	2500
100	Lockset interior Door	Union ,2 lever complete setw/handles	1000
101	Lockset Outside Door	Union ,3 lever complete setw/handles	1000
102	Dry wall screws	Coarse ,3,5 x41mm (80p/ pack)	1500
103	Dry wall screws	Coarse ,3,5 x41mm (60p/ pack)	1500
104	Dry wall screws	Ceiling 4,2 x 40mm (40p/packet)	1500
105	Drill bit	Timber, SPD Flat TI ,12 X 160mm	36
106	Drill Bit	Timber, SPD Flat TI ,16 X 160mm	36
107	Butt Hinge	100 75mm	500
108	Hasp & Staple	115mm	1000
109	Barrel Bolt	Brass Straight ,50mm	1000
110	Barrel Bolt	Brass Straight ,100mm	1000
111	Door Standard	813 2032 mm, hard wood	1000
112	Door frame	Hard wood ,760 x 530mm	1000
113	Sanding paper	Wood Medium Roll	800
114	Sanding paper	Wood, fine/Roll	800
115	Tape Masking	Medium roll /48mmx50m	800
116	Door – w	795 x 445	1000
117	Door – w	610 x 400	1000
118	Door – w	445 x 650	1000
119	Door – w	720 x 400	1000
120	Door – w	200 x 500	1000
121	Door – w	710 x 445	1000
122	Door – w	710 x 370	1000
123	Door – w	700 x440	1000
124	Door – w	590 x 220 mm	1000
125	Door – w	605 x 510	1000
126	Door – w	590 x 445	1000
127	Door – w	605 x 300	1000
128	Door – w	600 x 275	2000
129	Door – w	600 x215	1000
130	Door – w	605 xz420	1000
131	Door – w	605 x430	1000
132	Door – w	750 x 460	1000
133	Door – w	605 x445	1000
134	Shelves	500 x 500	2000

135	Sides	200 x 500	2000
136	Inside drawes	450 x 900	1000
137	Inside drawes	335 x 900	1000
138	Outside drawes	410 x 145	1000
139	Outside drawes	445 x 160	1000
140	Inside drawes	450 x 120	1000
141	Inside drawers	630 x 100	1000
142	Inside drawers	340 x 900	1000
143	Inside drawers	440 x 900	1000
144	Outside drawers	410 x 150	1000
145	Outside drawers	440 x 750	1000
146	Inside drawers	500 x 160	1000
147	Inside drawers	360 x 160	1000
148	Handles plastic white	96mm	1000
149	Hand steel bar	96mm	1000
150	Hinges straight	Straight + plate 1mm	1000
151	Knob poly k44e1 white	k44e1 white	1000
152	Lock cam chrome	19 x30mm	1000
153	Leg round	100x 50	1000
154	Screws dry wall	25mm	1000
155	Screws dry wall	16mm	1000
156	Glue wool	250ml	1000
157	Catch rooster; finish Nickel plates; Content 5pieces	W=27mm; H=33mm; D=27mm	1000
158	Catch rooster; finish Nickel plates; Content 5pieces	Elbow W=12mm; H=8mm; D=26mm	1000
159	Edging mel white p/g	19mmx50m	800
160	Kiker	710 x 100	800
161	White board (non-magnetic)	600x450mm	800
162	White board (non-magnetic)	900x900mm	800
163	Corner blocks (plastic)	Standard size	800
164	Corner blocks (metal)	Standard size	800
165	Cornice	Standard size length and size per pack	10
166	Cordless Drill	Equivalent to Markita	10
167	Power Drill	Equivalent to Markita	10
168	Electric Planner	Equivalent to Markita	10
169	Electric Circular Saw	Equivalent to Markita	10
170	Baby Grinder	Equivalent to Markita	10
171	Set of Wood Chissels (6 Pcs)	Standard	50
172	Chalk Line	Standard	50
173	Claw Hammer	Standard	50
174	Electric Jig Saw	Equivalent to Markita	50
175	Spirit Level	Standard	50
176	Measuring Tape	10m	50
177	Grinding Disks	115mm	50
178	Mitre Square	Standard	50
179	G Clamp	Small	50

180	G Clamp	Medium	50
181	G Clamp	Large	50
182	Perspex Clear Plastic Sheet (3 Pack)	500mm x 400mm x2mm	1000
183	Hack Saw	Standard	50

CATEGORY B: ELECTRICAL LAMPS AND ACCESSORIES

NO	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY FOR 36 MONTHS
1	Lamps fluorescent retrofit LED	1,2M, T18 W	1000
2	Lamps fluorescent retrofit LED	1,5M, T24 W	1000
3	Lamps Bulkhead retrofit LED	LED 18W	500
4	Vapor Proof fitting	1,2M	500
5	Vapor Proof fitting	1,5M	500
6	Flood Light Fitting	Pioled nano ,20W	800
7	Flood Light Fitting	Pioled nano ,50W	800
8	Flood Light Fitting	Pioled nano ,100W	800
9	Bulb BC type	Eurolux LED 6W, B22	800
10	Weather Proof fluorescent fitting	1,2M LED double channel	1000
11	Weather Proof fluorescents fitting	1,5 M LED double channel	800
12	Bulb ES Type	Eurolux LED 6W, E27	800
13	Day Night Switch	National	1000
14	Bulkhead light fitting	Matelec Centurion LED fitting, opal	800
15	Batten Holder	BC black, Bakelite	1000
16	Switch 1L way	Crabtree 4 x 2	20
17	Switch Cover plate 1L 1way	Crabtree 4 x 2	1000
18	Switch 2L 1way	Crabtree 4 x 2	1000
19	Switch Cover plate 2L way	Crabtree 4 x 2	1000
20	Switch 1L 2way	Crabtree 4 x 2	1000
21	Switch Cover plate 1L 2way	Crabtree 4 x 2	1000
22	Switch 2L 2 way	Crabtree 4 x 2	1000
23	Switch Cover plate 2L 2way	Crabtree 4 x 2	1000
24	Socket outlet double	Crabtree 4 x 4	500
25	Socket outlet double cover plate	Crabtree 4 x 4	500
26	Extension Box	PVC ,4 X 4 White	100
27	Extension Box	PVC ,4 X 2 White	800
28	Trunking PVC	16 X 25MM ,2,9M	1000
29	Screws in anchor	6mm	1000
30	Socket outlet dedicated red	Trunking 4 x 2 ,16A	800

31	Socket outlet cover plate ded red	Trunking 4 x 2 ,16A	800
32	Socket outlet Trunking white	4 x 2 ,16A	1000
33	Socket outlet cover plate trunking	4 x 2 ,16A	1000
34	Contactor Top Mount	Auxiliary, 4NC, TSA1-04AUX	300
35	Earth Leakage Protection Unit	CBI ,63A, QA17C	500
36	Space cable	Twin & Earth, 2,5mm x 100m	800
37	House wire Roll	Red, 2,5mm, Red x 100m	800
38	Circuit-breaker (lighting)	Samite, CBI ,10A	800
39	Circuit –breaker (Plugs circuitry)	Samite, CBI ,20A	800
40	Circuit –breaker 1ph/N (Geyser)	Samite, CBI ,25A	500
41	Circuit-breaker (Air Condition)	Samite, Orange toggle ,20-25A	500
42	Isolator Mains (Stove)	Flush type ,40 A, Crabtree w/cover plate	100 units
43	Plug top 3 pin	Industrial Black	10 bixes of 10
44	Janus Plug Top	Industrial, Double sided, Black	5 boxes of 10
45	Cabtyre	2.5mm, Black / 100m roll	5 units
46	Lamps fluorescent retrofit LED	1,2M, T18 W	1000
47	Lamps fluorescent retrofit LED	1,5M, T24 W	1000
48	Lamps Bulkhead retrofit LED	LED 18W	500
49	Vapor Proof fitting	1,2M	500
50	Vapor Proof fitting	1,5M	500
51	Flood Light Fitting	Pioled nano ,20W	500
52	Flood Light Fitting	Pioled nano ,50W	800
52	Flood Light Fitting	Pioled nano ,100W	800
53	Bulb BC type	Eurolux LED 6W, B22	1000
54	Weather Proof fluorescent fitting	1,2M LED double channel	800
55	Weather Proof fluorescents fitting	1,5 M LED double channel	800
56	Bulb ES Type	Eurolux LED 6W, E27	1000
57	Day Night Switch	National	800

58	Bulkhead light fitting	Matelec Centurion LED fitting ,opal	1000
59	Batten Holder	BC black , Bakelite	1000
60	Switch 1L way	Crabtree 4 x 2	20
61	Switch Cover plate 1L 1way	Crabtree 4 x 2	1000
62	Switch 2L 1way	Crabtree 4 x 2	1000
63	Switch Cover plate 2L way	Crabtree 4 x 2	1000
64	Switch 1L 2way	Crabtree 4 x 2	1000
65	Switch Cover plate 1L 2way	Crabtree 4 x 2	1000
66	Switch 2L 2 way	Crabtree 4 x 2	1000
67	Switch Cover plate 2L 2way	Crabtree 4 x 2	1000
68	Socket outlet Single	Crabtree 4 x 4	500
69	Socket outlet double cover plate	Crabtree 4 x 4	500
70	Extension Box	PVC ,4 X 4 White	1000
71	Extension Box	PVC ,4 X 2 White	1000
72	Trunking PVC	16 X 25MM ,2,9M	1000
73	Connector Block	10A	100 strips of 10
74	Socket outlet dedicated red	Trunking 4 x 2 ,16A	800
75	Socket outlet cover plate ded red	Trunking 4 x 2 ,16A	800
76	Socket outlet Trunking white	4 x 2 ,16A	800
77	Socket outlet cover plate trunking	4 x 2 ,16A	1000
78	Contactor Top Mount	Auxiliary , 4NC ,TSA1-04AUX	300
79	Earth Leakage Protection Unit	CBI ,63A,QA17C	500
80	Space cable	Twin & Earth , 2,5mm x 100m	800
81	Space cable	Twin & Earth , 2,5mm x 100m	800
82	House wire Roll	Red , 2,5mm ,Red x 100m	800
83	House wire Roll	Black , 2,5mm ,Black x 100m	800
84	House wire Roll	Red 1,5mm ,Red x 100m	800
85	House wire Roll	Black , 1,5mm ,Black x 100m	800
86	House wire Roll ,Earth wire	Green & Yellow , 1,5mm x 100M	800
87	Extension lead with Reel	1,5mm Cabtyre ,30m	300 units

88	Tape insulation	Nitto ,Black	300
89	Tape insulation	Nitto , Red	300
90	Circuit-breaker (lighting)	Samite ,CBI ,10A	800
91	Circuit –breaker (Plugs circuitry)	Samite ,CBI ,20A	800
92	Circuit –breaker 1ph/N (Geyser)	Samite ,CBI ,25A	500
93	Circuit-breaker (Air Condition)	Samite ,Orange toggle ,20-25A	500
94	Isolator Mains (Stove)	Flush type ,40 A ,Crabtree w/cover plate	100 units
95	Plug top 3 pin	Industrial Black	10 boxes of 10
96	Janus Plug Top	Industrial, Double sided ,Black	5 boxes of 10
97	Socket and Polarity Tester	Standard	3 units
98	Crimping Ferrules	1.5mm	3 pack of 100
99	Crimping Ferrules	2,5mm	3 pack of 100
100	Crimping Ferrules	4mm	3 pack of 100
101	Straight Connector	2,5mm	3 units
102	Circuit Breaker Finder	Standard	3 units
103	Electrical Tool Kit (16 Pcs)	Standard	5 units
104	Extension Cord	10m	50 units
105	Extension Cord Reel	10m	50 units
106	Extension Cord Reel	20m	20 units
107	5 Way Multi Plug Box	Standard with Surge protector	50 units
108	Clamp Meter	Standard	3 units
109	Panel / Ceiling Round Light Fitting	LED 18w , 225mm	100 units

CATEGORY C: PLUMBING MATERIAL AND COMPONENTS

NO	ITEM DESCRIPTION	UNIT OF MEASURE	QTY
1	Pipe monogold Polycop	22mm x 100M	90
2	Pipe monogold Polycop	15mm x 100M	90
3	Pipe Flexible PVC, Domestic	22mm x 100M	90
4	Pipe Flexible PVC, Domestic	15mm x 100M	90
5	Inner Wrap	Petro tape 100 x 10M	30
6	Socket UG PVC	Kimberly 110mm	30
7	Head part for stop tap	Garden tap ,20mm	90
8	Thermostat clip-in	20A ,275mm	60
9	Pan seal wax	Ring, white /roll	60
10	Toilet Pan with Cistern	Amaro II T/F, C/C, Box suite	90
11	Cistern kit	Amaro, Dual top flush mechanism kit	160
12	Toilet seat cover	Amaro, PP, Medium duty , white	240
13	Saddle Strap PVC	SV Boss ,110 x 50mm	160
14	Socket PVC	SV Boss, 110 x 50mm	180
15	Water Pump Sani speed	4 inlet ,7m vertical / 70 m Horizontal	60
16	PVC Glue	Oaty HP, Heavy Duty Clear X 473ML	240
17	Head part Exposed	Cobra 15mm, HP Star p-5/N,20mm LP	180
18	Toilet Flush Valve	Cobra back entry CP complete, 20mm F	240
19	Siso Front Flush	Dutton, Complete mechanism	240
20	Holder Bat Aluminium	PVC ,110mm	240
21	Pan connector ,PVC	SV ,110 X 90 .Bent Access	90
22	Mixer bain	Lyra CP ,15 mm	240
23	Mixer sink	Lyra CP , Wall type 15mm	240
24	Bib tap House RB	Hose coupling LP 15mm	240
25	Bib tap House RB	Extended CP , 15mm	90
26	Toilet Pan connector	Long	240
27	Ball valve levers (S/S)	Genebre ,FXF PN25 ,32mm	240
28	Tee copper-copper compression	22 mm	240
29	Tee copper-copper compression	15 mm	240
30	Tee copper reducing , C-C-C	22 X 15 X 22mm	240
31	Tee copper reducing , C-C-C	22 X 15 X 22mm	240
32	Tee copper female , C-C-C	15mm	240
33	Copper compression connector	C-C- , 15MM	240

34	Copper compression connector	C-C- , 22MM	240
35	Copper compression elbow	C-C- , 15MM	240
36	Copper compression elbow	C-C- , 22MM	240
37	Copper compression wall plate	Elbow , C – I,15mm	240
38	Copper compression wall plate	Elbow , C – I,22mm	240
39	Holder bat Aluminium	PVC pipe 50mm	240
40	Sink Cabinet ,Penny ware	Econo 900	90
41	Dutton Washer	Nylon ,40mm	90
42	Shower Rose 1-function	CP ,100mm	240
43	Tube copper	15mm class 0	90
44	Tube copper	22mm class 0	90
45	Thread seal tape	PTFE / Roll	240
46	Element Geyser Spiral Hard water	Kwikot ,3KW orange code	240
47	Element Geyser Spiral Hard water	Kwikot ,3KW blue code	240
48	Flange Gasket Geyser	Kwikot ,150L	240
49	Flange Gasket Geyser	Kwikot ,200L	240
50	Thermostat Geyser	Kwikot ,150L	240
51	Thermostat Geyser	Kwikot ,200L	240
52	Geyser Pressure type	Kwikot ,150L	240
53	Geyser tray ,Pressure type	Kwikot ,150L with accessories	240
54	Straight coupler (Brass T)	15mm	240
55	Elbow fitting (Brass T)	15mm	240
56	Straight coupler (Brass T)	22mm	240
57	Elbow fitting (Brass T)	22mm	240
58	Stopper (Brass T)	15mm	240
59	Stopper (Brass T)	22mm	240
60	Flexi Pipe (Braided Connector)	15mm	240
61	Plumbing Tool Box (90 Pcs)	Standard	6
62	Drain Cleaning Set	6mm x 20mm	240

DECLARATION OF THE BIDDERS ABILITY TO SUPPLY OF HARDWARE MATERIAL.

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

LEGAL FRAMEWORK

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

Counter Offers

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

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser

shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

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

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

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

6. Patent rights

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

**7. Performance
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.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Part 5 – Schedule B

CENTRAL SUPPLIER DATABASE (CSD)

IT IS A CONDITION OF BIDDING: -

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

Part 5 - Schedule C
Pricing Schedule

SBD 3.2

PRICING SCHEDULE
(PURCHASES – NON FIRM PRICES)

NAME OF BIDDER: **BID NO.: SCMU3-25/26**
CLOSING TIME 11:00 CLOSING DATE:

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
SUPPLY OF MAINTENANCE MATERIAL FOR A PERIOD OF (36) MONTHS FOR BUFFALO CITY METRO HEALTH DISTRICT FACILITIES, IN THE EASTERN CAPE PROVINCE ON AS AND WHEN REQUIRED.		

IMPORTANT NOTES FOR BIDDERS:

- Bidder must quote for all items per category.
- NB: The quantities reflected below (for both categories A, B & C) are for evaluation purposes ONLY. The bid will be awarded on a rate per item to inform the catalogue over the contract period.**
- Prices MUST include delivery to the facility as and when the purchase order has been raised.**

CATEGORY A: CARPENTRY MATERIAL AND COMPONENTS

NO	ITEM DESCRIPTI ON	UNIT OF MEASURE / SIZE	ESTIMATED QTY FOR 36 MONTHS	UNIT INCLUSIVE OF VAT	PRICE OF	TOTAL FOR 36 MONTHS INCLUSIVE OF VAT
1	Rolltop ridge corr	1.8m galv 0.4x400mm	800			
2	lbr	0.4 fh / 0.686x3.6m isq550	2000			
3	lbr	0.4 fh 0.686x402x isq550	2000			
4	lbr	0.4 fh / 0.686x4.8m isq550	1000			
5	lbr	0.4 fh /0.686x5.4m isq550	1000			
6	lbr	0.4 fh /0.686x6.0m isq550	1000			
7	lbr	0.4 fh /0.686x606m isq550	500			
8	Roofing screws sabs	90mm box of 100	2500			
9	Corr iron	0.27mm /0.610x3.0 mtr z100	2000			
10	Corr iron	0.27mm /0.610x3.6 mtr z100	1000			
11	Corr iron	0.3mm /0.610x6.0 mtr z100	1000			
12	Corr iron	0.4mm /0.762x4.8 mtr z100	3000			

13	Corr iron	0.4mm /0.762x4.2 mtr z100	3000		
14	lbr board close ridge	685mm galv 0.4 z160	1000		
15	lbr Eave	685mm galv z100	1000		
16	Nails sabs	5kg /75x3055mm	1500		
17	Nails sabs	5kg /100x4mm	1500		
18	Nails sabs	5kg /125x5mm	1500		
19	Nails sabs	5kg /150x506mm	1500		
20	Nails	1kg /75x3.55mm	1500		
21	Timber sabs cca	38x152 306m	600		
22	Timber sabs cca	38x152 6.6m	600		
23	Timber sabs cceEea	38x38x38 3.0m	1500		
24	Timber sabs cca	38x38 3.6m	1500		
25	Timber sabs cca	38x38 4.2m	1500		
26	Timber sabs cca	38x38 4.8m	1500		
27	Timber sabs cca	38x38 6.0m	1500		
28	Timber sabs cca	50x76 3.0m	1500		
29	Timber sabs cca	50x76 3.6m	1500		
30	Timber sabs cca	50x76 4.2m	1500		
31	Timber sabs cca	50x76 4.8m	1500		
32	Timber sabs cca	50x76 6.0m	1600		
33	Timber sabs cca	50x76 6.6m	1600		
34	Timber sabs cca	38x114 3.6m	1600		
35	Timber sabs cca	38x114 4.2m	1600		
36	Timber sabs cca	38x114 4.8m	1600		
37	Timber sabs cca	38x114 5.4m	1600		
38	Timber sabs cca	38x114 6.0m	1600		
39	Timber sabs cca	38x114 3.0m	1600		
40	Timber sabs cca	38x114 6.6m	1500		
41	Polycarb lbr	0.8mm Opal 50 2.4m	1500		
42	Polycarb lbr	0.8mm Opal 50 3.6m	1500		
43	Toilet tabs		800		
44	Toilet seats		800		
45	Sisterns		600		
46	Timber sabs cca	50x152 4.2m	1500		
47	Timber sabs cca	50x152 6.6m	1500		

48	Timber sabs cca	50x228 4.2m	1500		
49	Timber sabs cca	50x228 6.6m	1500		
50	Rhino board	6.4mm /0.9x3.0m	2000		
51	Rhino board	6.4mm /1.2x3.0m	2000		
52	Rhino board	6.4mm /0.9x3.6m	2000		
53	Rhino board	6.4mm /1.2x3.6m	2000		
54	Nutec ceiling	4mm /1.2x3.0m	2000		
55	Window cill	15mm nutec 175mmx2.000mm	1500		
56	Masonite std brown	3.2mm 2.2mm 2.440x1.220	1500		
57	Gyproc rhinolite plaster	10kg	1500		
58	Pvc screw and cap	50 per packet	1500		
59	Jointer barge board	200x80mm	1500		
60	Pvc 9mm barge board grith	225mmx4mtr	1000		
61	Pvc 9mm barge board grith	225mmx4mtr	1000		
62	Pvc 9mm barge board grith	225mmx6mtr	1000		
63	Pvc "H" strip	6mmx3.0mtr for rhino b	1000		
64	Pvc weld	250ml	1000		
65	Screw drywall coarse thread	4.2x40#8 (5)	1000		
66	Pvc ceiling H jointer	3.6m	1000		
67	Pvc celing gold dust	3600mmx250xmmx6m m	1000		
68	Gyproc rhinolite natural plus	40kg multi	1000		
69	Pvc ceiling beige stone	3600mmx250mmx7m m	1000		
70	Eco half round gutter	6m	500		
71	Eco half round gutter	4.5m	500		
72	Eco 80mm downpipe belled	3m	500		
73	Eco downpipe offset	Standard size	500		
74	Eco downpipe holder bat	Standard size	500		
75	Eco downpipe shoe	Standard size	500		

76	Eco gutter stop end	Standard size	500		
77	Eco gutter union clip	Standard size	500		
78	Eco gutter external angle 90 degress	Standard size	500		
79	Gutter sabs sq pvc	3.0m shg510	500		
80	Gutter sabs sg external angle pvc sa504		500		
81	Gutter sabs sq bracket fascia pvc sk 501		500		
82	Gutter sabs sq bracket fascia pvc sk 501		500		
83	Fiber glass sheets	white 6m	500		
84	Fiber glass sheets	White 4,2 mm	500		
85	Purlines	6,6mm / bundle	1500		
86	Nail wire	100mm / pkt	1500		
87	Nail wire	120mm / pkt	1500		
88	Roofing screw	120mm / box	1500		
89	Rafters	Timber 3m	500		
90	Ceiling boards nutec	3m	500		
91	Nails nutec	32mm / pkt	1500		
92	Panel pins	40mm /kg	1500		
93	Padlock heavy duty	BBL , SNG 40mm	1500		
94	Drawer runners	450-500mm/pair	1500		
95	Hinges full standards	Fully Overlay	1500		
96	Melamine boards	White ,2,7m x1,8m	1500		
97	Edging strip with glue	White 1mm impact edging /M	500		
98	Wood filler	White ,200g	500		
99	Lockset Door / Mortice lock	BBL,4Lever reversible(LH/rh),complete w/door handles	2500		
100	Lockset interior Door	Union ,2 lever complete setw/handles	1000		
101	Lockset Outside Door	Union ,3 lever complete setw/handles	1000		
102	Dry wall screws	Coarse ,3,5 x41mm (80p/ pack)	1500		
103	Dry wall screws	Coarse ,3,5 x41mm (60p/ pack)	1500		

104	Dry wall screws	Ceiling 4,2 x 40mm (40p/packet)	1500		
105	Drill bit	Timber ,SPD Flat TI ,12 X 160mm	36		
106	Drill Bit	Timber ,SPD Flat TI ,16 X 160mm	36		
107	Butt Hinge	100 75mm	500		
108	Hasp & Staple	115mm	1000		
109	Barrel Bolt	Brass Straight ,50mm	1000		
110	Barrel Bolt	Brass Straight ,100mm	1000		
111	Door Standard	813 2032 mm ,hard wood	1000		
112	Door frame	Hard wood ,760 x 530mm	1000		
113	Sanding paper	Wood Medium Roll	800		
114	Sanding paper	Wood ,fine/Roll	800		
115	Tape Masking	Medium roll /48mmx50m	800		
116	Door – w	795 x 445	1000		
117	Door – w	610 x 400	1000		
118	Door – w	445 x 650	1000		
119	Door – w	720 x 400	1000		
120	Door – w	200 x 500	1000		
121	Door – w	710 x 445	1000		
122	Door – w	710 x 370	1000		
123	Door – w	700 x440	1000		
124	Door – w	590 x 220 mm	1000		
125	Door – w	605 x 510	1000		
126	Door – w	590 x 445	1000		
127	Door – w	605 x 300	1000		
128	Door – w	600 x 275	2000		
129	Door – w	600 x215	1000		
130	Door – w	605 xz420	1000		
131	Door – w	605 x430	1000		
132	Door – w	750 x 460	1000		
133	Door – w	605 x445	1000		
134	Shelves	500 x 500	2000		
135	Sides	200 x 500	2000		
136	Inside drawes	450 x 900	1000		
137	Inside drawes	335 x 900	1000		
138	Outside drawes	410 x 145	1000		
139	Outside drawes	445 x 160	1000		
140	Inside drawes	450 x 120	1000		
141	Inside drawers	630 x 100	1000		
142	Inside drawers	340 x 900	1000		

143	Inside drawers	440 x 900	1000		
144	Outside drawers	410 x 150	1000		
145	Outside drawers	440 x 750	1000		
146	Inside drawers	500 x 160	1000		
147	Inside drawers	360 x 160	1000		
148	Handles plastic white	96mm	1000		
149	Hand steel bar	96mm	1000		
150	Hinges straight	Straight + plate 1mm	1000		
151	Knob poly k44e1 white	k44e1 white	1000		
152	Lock cam chrome	19 x30mm	1000		
153	Leg round	100x 50	1000		
154	Screws dry wall	25mm	1000		
155	Screws dry wall	16mm	1000		
156	Glue wool	250ml	1000		
157	Catch rooster;finish Nickel plates; Content 5pieces	W=27mm; H=33mm; D=27mm	1000		
158	Catch rooster;finish Nickel plates; Content 5pieces	Elbow W=12mm; H=8mm; D=26mm	1000		
159	Edging mel white p/g	19mmx50m	800		
160	Kiker	710 x 100	800		
161	White board (non-magnetic)	600x450mm	800		
162	White board (non-magnetic)	900x900mm	800		
163	Corner blocks (plastic)	Standard size	800		
164	Corner blocks (metal)	Standard size	800		
165	Cornice	Standard size length and size per pack	10		
166	Cordless Drill	Equivalent to Markita	10		
167	Power Drill	Equivalent to Markita	10		
168	Electric Planner	Equivalent to Markita	10		

169	Electric Circular Saw	Equivalent to Markita	10		
170	Baby Grinder	Equivalent to Markita	10		
171	Set of Wood Chissels (6 Pcs)	Standard	50		
172	Chalk Line	Standard	50		
173	Claw Hammer	Standard	50		
174	Electric Jig Saw	Equivalent to Markita	50		
175	Spirit Level	Standard	50		
176	Measuring Tape	10m	50		
177	Grinding Disks	115mm	50		
178	Mitre Square	Standard	50		
179	G Clamp	Small	50		
180	G Clamp	Medium	50		
181	G Clamp	Large	50		
182	Perspex Clear Plastic Sheet (3 Pack)	500mm x 400mm x2mm	1000		
183	Hack Saw	Standard	50		

CATEGORY B: ELECTRICAL LAMPS AND ACCESSORIES

NO	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY FOR 36 MONTHS	UNIT PRICE INCLUSIVE OF VAT	TOTAL PRICE INCLUSIVE OF VAT
1	Lamps fluorescent retrofit LED	1,2M ,T18 W	1000		
2	Lamps fluorescent retrofit LED	1,5M ,T24 W	1000		
3	Lamps Bulkhead retrofit LED	LED 18W	500		
4	Vapor Proof fitting	1,2M	500		
5	Vapor Proof fitting	1,5M	500		
6	Flood Light Fitting	Pioled nano ,20W	800		
7	Flood Light Fitting	Pioled nano ,50W	800		
8	Flood Light Fitting	Pioled nano ,100W	800		
9	Bulb BC type	Eurolux LED 6W ,B22	800		
10	Weather Proof fluorescent fitting	1,2M LED double channel	1000		
11	Weather Proof fluorescents fitting	1,5 M LED double channel	800		
12	Bulb ES Type	Eurolux LED 6W ,E27	800		
13	Day Night Switch	National	1000		
14	Bulkhead light fitting	Matelec Centurion LED fitting, opal	800		
15	Batten Holder	BC black, Bakelite	1000		
16	Switch 1L way	Crabtree 4 x 2	20		
17	Switch Cover plate 1L 1way	Crabtree 4 x 2	1000		
18	Switch 2L 1way	Crabtree 4 x 2	1000		
19	Switch Cover plate 2L way	Crabtree 4 x 2	1000		
20	Switch 1L 2way	Crabtree 4 x 2	1000		
21	Switch Cover plate 1L 2way	Crabtree 4 x 2	1000		
22	Switch 2L 2 way	Crabtree 4 x 2	1000		
23	Switch Cover plate 2L 2way	Crabtree 4 x 2	1000		
24	Socket outlet double	Crabtree 4 x 4	500		
25	Socket outlet double cover plate	Crabtree 4 x 4	500		
26	Extension Box	PVC ,4 X 4 White	100		
27	Extension Box	PVC ,4 X 2 White	800		

28	Trunking PVC	16 X 25MM ,2,9M	1000		
29	Screws in anchor	6mm	800		
30	Socket outlet dedicated red	Trunking 4 x 2 ,16A	1000		
31	Socket outlet cover plate ded red	Trunking 4 x 2 ,16A	800		
32	Socket outlet Trunking white	4 x 2 ,16A	1000		
33	Socket outlet cover plate trunking	4 x 2 ,16A	1000		
34	Contactor Top Mount	Auxiliary, 4NC, TSA1-04AUX	300		
35	Earth Leakage Protection Unit	CBI ,63A, QA17C	500		
36	Space cable	Twin & Earth, 2,5mm x 100m	800		
37	House wire Roll	Red, 2,5mm, Red x 100m	800		
38	Circuit-breaker (lighting)	Samite, CBI ,10A	800		
39	Circuit –breaker (Plugs circuitry)	Samite, CBI ,20A	800		
40	Circuit –breaker 1ph/N (Geyser)	Samite, CBI ,25A	500		
41	Circuit-breaker (Air Condition)	Samite, Orange toggle ,20-25A	500		
42	Isolator Mains (Stove)	Flush type ,40 A, Crabtree w/cover plate	100 units		
43	Plug top 3 pin	Industrial Black	10 bixes of 10		
44	Janus Plug Top	Industrial, Double sided, Black	5 boxes of 10		
45	Cabtyre	2.5mm, Black / 100m roll	5 units		
46	Lamps fluorescent retrofit LED	1,2M, T18 W	1000		
47	Lamps fluorescent retrofit LED	1,5M, T24 W	1000		
48	Lamps Bulkhead retrofit LED	LED 18W	500		
49	Vapor Proof fitting	1,2M	500		
50	Vapor Proof fitting	1,5M	500		
51	Flood Light Fitting	Pioled nano ,20W	500		
52	Flood Light Fitting	Pioled nano ,50W	800		
52	Flood Light Fitting	Pioled nano ,100W	800		

53	Bulb BC type	Eurolux LED 6W, B22	1000		
54	Weather Proof fluorescent fitting	1,2M LED double channel	800		
55	Weather Proof fluorescents fitting	1,5 M LED double channel	800		
56	Bulb ES Type	Eurolux LED 6W, E27	1000		
57	Day Night Switch	National	800		
58	Bulkhead light fitting	Matelec Centurion LED fitting, opal	1000		
59	Batten Holder	BC black, Bakelite	1000		
60	Switch 1L way	Crabtree 4 x 2	20		
61	Switch Cover plate 1L 1way	Crabtree 4 x 2	1000		
62	Switch 2L 1way	Crabtree 4 x 2	1000		
63	Switch Cover plate 2L way	Crabtree 4 x 2	1000		
64	Switch 1L 2way	Crabtree 4 x 2	1000		
65	Switch Cover plate 1L 2way	Crabtree 4 x 2	1000		
66	Switch 2L 2 way	Crabtree 4 x 2	1000		
67	Switch Cover plate 2L 2way	Crabtree 4 x 2	1000		
68	Socket outlet Single	Crabtree 4 x 4	500		
69	Socket outlet double cover plate	Crabtree 4 x 4	500		
70	Extension Box	PVC ,4 X 4 White	1000		
71	Extension Box	PVC ,4 X 2 White	1000		
72	Trunking PVC	16 X 25MM ,2,9M	1000		
73	Connector Block	10A	100 strips of 10		
74	Socket outlet dedicated red	Trunking 4 x 2 ,16A	800		
75	Socket outlet cover plate ded red	Trunking 4 x 2 ,16A	800		
76	Socket outlet Trunking white	4 x 2 ,16A	800		
77	Socket outlet cover plate trunking	4 x 2 ,16A	1000		
78	Contactor Top Mount	Auxiliary, 4NC ,TSA1-04AUX	300		
79	Earth Leakage Protection Unit	CBI ,63A, QA17C	500		
80	Space cable	Twin & Earth, 2,5mm x 100m	800		
81	Space cable	Twin & Earth, 2,5mm x 100m	800		

82	House wire Roll	Red, 2,5mm ,Red x 100m	800		
83	House wire Roll	Black, 2,5mm, Black x 100m	800		
84	House wire Roll	Red 1,5mm, Red x 100m	800		
85	House wire Roll	Black, 1,5mm, Black x 100m	800		
86	House wire Roll, Earth wire	Green & Yellow, 1,5mm x 100M	800		
87	Extension lead with Reel	1,5mm Cabtyre ,30m	300 units		
88	Tape insulation	Nitto ,Black	300		
89	Tape insulation	Nitto , Red	300		
90	Circuit-breaker (lighting)	Samite ,CBI ,10A	800		
91	Circuit –breaker (Plugs circuitry)	Samite ,CBI ,20A	800		
92	Circuit –breaker 1ph/N (Geyser)	Samite ,CBI ,25A	500		
93	Circuit-breaker (Air Condition)	Samite ,Orange toggle ,20-25A	500		
94	Isolator Mains (Stove)	Flush type ,40 A ,Crabtree w/cover plate	100 units		
95	Plug top 3 pin	Industrial Black	10 boxes of 10		
96	Janus Plug Top	Industrial, Double sided ,Black	5 boxes of 10		
97	Socket and Polarity Tester	Standard	3 units		
98	Crimping Ferrules	1.5mm	3 pack of 100		
99	Crimping Ferrules	2,5mm	3 pack of 100		
100	Crimping Ferrules	4mm	3 pack of 100		
101	Straight Connector	2,5mm	3 units		
102	Circuit Breaker Finder	Standard	3 units		
103	Electrical Tool Kit (16 Pcs)	Standard	5 units		
104	Extension Cord	10m	50 units		
105	Extension Cord Reel	10m	50 units		

106	Extension Cord Reel	20m	20 units		
107	5 Way Multi Plug Box	Standard with Surge protector	50 units		
108	Clamp Meter	Standard	3 units		
109	Panel / Ceiling Round Light Fitting	LED 18w, 225mm	100 units		

CATEGORY C: PLUMBING MATERIAL AND COMPONENTS

NO	ITEM DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE INCLUSIVE OF VAT	TOTAL PRICE INCLUSIVE OF VAT
1	Pipe monogold Polycop	22mm x 100M	90		
2	Pipe monogold Polycop	15mm x 100M	90		
3	Pipe Flexible PVC ,Domestic	22mm x 100M	90		
4	Pipe Flexible PVC ,Domestic	15mm x 100M	90		
5	Inner Wrap	Petro tape 100 x 10M	30		
6	Socket UG PVC	Kimberly 110mm	30		
7	Head part for stop tap	Garden tap ,20mm	90		
8	Thermostat clip-in	20A ,275mm	60		
9	Pan seal wax	Ring, white /roll	60		
10	Toilet Pan with Cistern	Amaro II T/F, C/C, Box suite	90		
11	Cistern kit	Amaro, Dual top flush mechanism kit	160		
12	Toilet seat cover	Amaro, PP, Medium duty, white	240		
13	Saddle Strap PVC	SV Boss, 110 x 50mm	160		
14	Socket PVC	SV Boss, 110 x 50mm	180		
15	Water Pump Sani speed	4 inlet ,7m vertical / 70 m Horizontal	60		
16	PVC Glue	Oaty HP, Heavy Duty Clear X 473ML	240		
17	Head part Exposed	Cobra 15mm, HP Star p-5/N,20mm LP	180		
18	Toilet Flush Valve	Cobra back entry CP complete, 20mm F	240		
19	Siso Front Flush	Dutton, Complete mechanism	240		
20	Holder Bat Aluminium	PVC ,110mm	240		
21	Pan connector ,PVC	SV ,110 X 90. Bent Access	90		
22	Mixer basin	Lyra CP, 15 mm	240		
23	Mixer sink	Lyra CP, Wall type 15mm	240		
24	Bib tap House RB	Hose coupling LP 15mm	240		
25	Bib tap House RB	Extended CP, 15mm	90		
26	Toilet Pan connector	Long	240		
27	Ball valve levers (S/S)	Genebre, FFX PN25 ,32mm	240		

28	Tee copper-copper compression	22 mm	240		
29	Tee copper-copper compression	15 mm	240		
30	Tee copper reducing , C-C-C	22 X 15 X 22mm	240		
31	Tee copper reducing , C-C-C	22 X 15 X 22mm	240		
32	Tee copper female , C-C-C	15mm	240		
33	Copper compression connector	C-C-, 15MM	240		
34	Copper compression connector	C-C-, 22MM	240		
35	Copper compression elbow	C-C-, 15MM	240		
36	Copper compression elbow	C-C-, 22MM	240		
37	Copper compression wall plate	Elbow, C – I,15mm	240		
38	Copper compression wall plate	Elbow, C – I,22mm	240		
39	Holder bat Aluminium	PVC pipe 50mm	240		
40	Sink Cabinet ,Penny ware	Econo 900	90		
41	Dutton Washer	Nylon, 40mm	90		
42	Shower Rose 1-function	CP, 100mm	240		
43	Tube copper	15mm class 0	90		
44	Tube copper	22mm class 0	90		
45	Thread seal tape	PTFE / Roll	240		
46	Element Geyser Spiral Hard water	Kwikot ,3KW orange code	240		
47	Element Geyser Spiral Hard water	Kwikot ,3KW blue code	240		
48	Flange Gasket Geyser	Kwikot ,150L	240		
49	Flange Gasket Geyser	Kwikot ,200L	240		
50	Thermostat Geyser	Kwikot ,150L	240		
51	Thermostat Geyser	Kwikot ,200L	240		
52	Geyser Pressure type	Kwikot ,150L	240		
53	Geyser tray, Pressure type	Kwikot ,150L with accessories	240		
54	Straight coupler (Brass T)	15mm	240		
55	Elbow fitting (Brass T)	15mm	240		
56	Straight coupler (Brass T)	22mm	240		

57	Elbow fitting (Brass T)	22mm	240		
58	Stopper (Brass T)	15mm	240		
59	Stopper (Brass T)	22mm	240		
60	Flexi Pipe (Braided Connector)	15mm	240		
61	Plumbing Tool Box (90 Pcs)	Standard	6		
62	Drain Cleaning Set	6mm x 20mm	240		

SUMMARY: CPI WILL BE USED TO CALCULATE ESCALATION FOR YEAR TWO AND THREE

CATEGORY	TOTAL
A	
B	
C	
TOTAL BID PRICE	

THIS IS A RATE/ITEM BASED CONTRACT

TOTAL PRICE OFFERED PER ITEM FOR TENDER NO. SCMU3-25/26-

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

AMOUNT IN WORDS _____

Signed by authorized representative of the Tenderer:

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

Any enquiries regarding bidding procedures may be directed to the –

Mr B. SIJADU
 CORNER 79 FRITZPATRICK AND MERINO STREET
 QUIGNEY
 EAST LONDON
 Tel: 043 708 1782

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

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:

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

- 3.1 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Part 5 – Schedule G

Qualifications and Experience

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

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

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

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

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule H
Organization type

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

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

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

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

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Organizational structure

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

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

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1. _____
2. _____

Part 5 – Schedule I
Details of Supplier's Nearest Office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

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

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u>
	<p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

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

.....
NAME IN CAPITALS

In the presence of:

- 1.....
- 2.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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); and
- the 90/10 system for requirements with a Rand value above 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).

The applicable preference point system for this tender is the **80/20** preference point system.

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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 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 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 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 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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership(BCM area)	10% (2)	
TOTAL	100% (20)	

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no. an % ownership*
- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no. an % ownership*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no. an % ownership*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof. an % ownership*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement or letter from the ward conceller)*
- *Updated CSD report*

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.

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SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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