

## PART A INVITATION TO BID

|                                                                                                                                                                       |                                                                                                      |               |                                                |                                                                                       |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|---------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ( <i>EASTERN CAPE DEPARTMENT OF HEALTH</i> )</b>                                                             |                                                                                                      |               |                                                |                                                                                       |       |
| BID NUMBER:                                                                                                                                                           | SCMU3-22/23-0175-HO                                                                                  | CLOSING DATE: | 1 August 2022                                  | CLOSING TIME:                                                                         | 11H00 |
| DESCRIPTION                                                                                                                                                           | REQUEST FOR SUPPLY AND DELIVERY OF DOMESTIC APPLIANCES IN ECDoH FACILITIES FOR A PERIOD OF 36 MONTHS |               |                                                |                                                                                       |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ( <i>STREET ADDRESS</i> )</b>                                                                   |                                                                                                      |               |                                                |                                                                                       |       |
| <b>SUPPLY CHAIN MANAGEMENT OFFICES</b>                                                                                                                                |                                                                                                      |               |                                                |                                                                                       |       |
| <b>MAIN SECURITY GATE</b>                                                                                                                                             |                                                                                                      |               |                                                |                                                                                       |       |
| <b>GLOBAL LIFE BUILDING</b>                                                                                                                                           |                                                                                                      |               |                                                |                                                                                       |       |
| <b>BHISHO</b>                                                                                                                                                         |                                                                                                      |               |                                                |                                                                                       |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                 |                                                                                                      |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                                       |       |
| CONTACT PERSON                                                                                                                                                        | Mr M Magula                                                                                          |               | CONTACT PERSON                                 | Mr M Magula                                                                           |       |
| TELEPHONE NUMBER                                                                                                                                                      | 0719780415                                                                                           |               | TELEPHONE NUMBER                               | 0719780415                                                                            |       |
| FACSIMILE NUMBER                                                                                                                                                      |                                                                                                      |               | FACSIMILE NUMBER                               |                                                                                       |       |
| E-MAIL ADDRESS                                                                                                                                                        | Mzuhleli.magula@echealth.gov.za                                                                      |               | E-MAIL ADDRESS                                 | Mzuhleli.magula@echealth.gov.za                                                       |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                                      |               |                                                |                                                                                       |       |
| NAME OF BIDDER                                                                                                                                                        |                                                                                                      |               |                                                |                                                                                       |       |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                                      |               |                                                |                                                                                       |       |
| STREET ADDRESS                                                                                                                                                        |                                                                                                      |               |                                                |                                                                                       |       |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                                 |               | NUMBER                                         |                                                                                       |       |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                                      |               |                                                |                                                                                       |       |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                                 |               | NUMBER                                         |                                                                                       |       |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                                      |               |                                                |                                                                                       |       |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                                      |               |                                                |                                                                                       |       |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                                           |               | C R CENTRAL SUPPLIER DATABASE No:              | MAAA                                                                                  |       |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                 |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT            | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                                      |               |                                                |                                                                                       |       |

## PART B

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

SIGNATURE OF BIDDER: .....

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

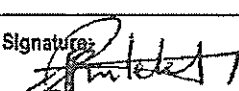
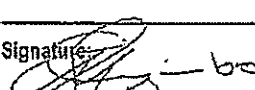
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



Bid No.: SCMU3-22/23-0175-HO: SUPPLY AND DELIVERY OF DOMESTIC APPLIANCES IN ECDOH FACILITIES FOR A PERIOD OF 36 MONTHS

### DOCUMENT CONTROL SHEET

|                                         |                    |                       |                                                                                                |
|-----------------------------------------|--------------------|-----------------------|------------------------------------------------------------------------------------------------|
| Revision                                |                    |                       |                                                                                                |
| Drafted By                              | Date: 20 June 2022 | Name: M Magula        | Signature:  |
| Reviewed By                             | Date: 23/06/2022   | Name: P. Ntsholeli    | Signature:  |
| Recommended by:<br>Programme Manager    | Date: 23 June 2022 | Name: Mr A.M Cengimbo | Signature:  |
| Approved By:<br>Specification Committee | Date: 24-06-2022   | Name: B. Mabentsela   | Signature:  |
|                                         |                    |                       |                                                                                                |
|                                         |                    |                       |                                                                                                |

## **PART 1**

### **Conditions of Bid**

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

- 1.1 The department has constructed and refurbished building structures for accommodation of medical and allied personnel in a number of health facilities. It is in this context the Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors for supply and delivery of domestic appliances in various health facilities in the Eastern Cape Department of Health. It is intended that this intervention will be applied throughout the Province of the Eastern Cape benefitting new and existing public Health Facilities in all 8 health district municipalities, for which this invitation for tender covers.

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

- 2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids.
- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**
- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

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

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

#### **4. ENQUIRIES**

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

**13. PARTNERSHIPS AND LEGAL ENTITIES**

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

**14. CONSORTIUM/JOINT VENTURE**

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

**15. ORGANISATIONAL PRINCIPLES**

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

The delivery shall be made at the receiving institution and the period of delivery shall be four to eight weeks from the date of receiving a purchase order.

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

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

information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

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

### **23. ACCURACY OF INFORMATION**

- 23.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

- 24.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

### **24. COMPETITION**

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

### **25. RESERVATION OF RIGHTS**

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

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

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

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

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

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

26.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit by a commissioner of oaths for Emerging Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).

26.7 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

such will result in the bidder not being awarded preference points.

28.5 The bid documentation has been completed comprehensively and correctly.

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

| # | <i>Requirement</i>                                                                                                                   | <b>Complied</b> |           |
|---|--------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|
|   |                                                                                                                                      | <b>YES</b>      | <b>NO</b> |
| A | Invitation to Bid (SBD1) completed and signed                                                                                        |                 |           |
| B | Declaration of Interest (SBD 4)                                                                                                      |                 |           |
| C | Preferential Points Claim (SBD 6.1)                                                                                                  |                 |           |
| D | Declaration of Past SCM Practices (SBD 8)                                                                                            |                 |           |
| E | Certificate of Independent Bid Determination (SBD 9)                                                                                 |                 |           |
| F | B-BBEE Certificate or Sworn Affidavit                                                                                                |                 |           |
| G | Letter of Manufacturing (where applicable)                                                                                           |                 |           |
| H | JV agreement ( if applicable)                                                                                                        |                 |           |
|   | <b><i>Mandatory documents of Stage 1 (failure to comply with item I and K will result in elimination)</i></b>                        |                 |           |
| I | Completed Pricing Schedule with all items priced (SBD 3.3)                                                                           |                 |           |
| K | Product Brochures with detailed specifications (in English)                                                                          |                 |           |
| L | A letter from the bidder confirming the minimum warranty of one year for the kettle and two years for other items shall be provided. |                 |           |

**29. 2<sup>nd</sup> Stage: Specifications Compliance**

- 29.1.1 All specifications line items must be verifiable using the product brochures.
- 29.1.2 Internet downloaded brochures with specifications will be acceptable.
- 29.1.3 Minimum 70% compliance with specifications is required for each equipment item on offer.

**30. 3<sup>rd</sup> Stage: Functionality Evaluation**

- 30.1. A bidder that scores less than 85 weighted points out of 100 in respect of functionality will be regarded as non-responsive and will be disqualified.
- 30.2. Only bidders that obtain a minimum of 85 points will qualify for further evaluation in terms of local content and price.
- 30.3. All points scored by qualifying bidders will not be taken into consideration for price evaluation.



- 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;

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 4**  
**SPECIFICATION**

| ITEM        | DOMESTIC EQUIPMENT, SPECIFICATIONS                                                                             | State Your Offer | Technical Reference/Index Page Number | Weights: Priority Medium Priority-2 | High Items-4; Priority-2 | Compliance to Spec (Yes/No) |
|-------------|----------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------|-------------------------------------|--------------------------|-----------------------------|
| <b>1. 1</b> | <b>Fridge, large</b>                                                                                           |                  |                                       |                                     |                          |                             |
| 1.1.1       | Refrigerator: Must be a 260L - 350L                                                                            |                  |                                       |                                     | 2                        |                             |
| 1.1.2       | Frost free.                                                                                                    |                  |                                       |                                     | 2                        |                             |
| 1.1.3       | Two doors, one on top and the other at the bottom.                                                             |                  |                                       |                                     | 2                        |                             |
| 1.1.4       | Freezer shall be at the bottom side.                                                                           |                  |                                       |                                     | 2                        |                             |
| 1.1.5       | Must be metallic/ silver/ White                                                                                |                  |                                       |                                     | 2                        |                             |
| 1.1.6       | Mains voltage: 220V, 50-60Hz. Unit to be supplied complete with 2 meter power cord with moulded Type "D" plug. |                  |                                       |                                     | 2                        |                             |
| 1.1.7       | Energy rating of at least A+                                                                                   |                  |                                       |                                     | 2                        |                             |
| <b>1. 2</b> | <b>Fridge, Bar/ Under counter</b>                                                                              |                  |                                       |                                     |                          |                             |
| 1.2.1       | Refrigerator: Must be a 90L to 130L                                                                            |                  |                                       |                                     | 2                        |                             |
| 1.2.2       | Frost free                                                                                                     |                  |                                       |                                     | 2                        |                             |
| 1.2.3       | One (Freezer and Cooler).                                                                                      |                  |                                       |                                     | 2                        |                             |
| 1.2.4       | Must be metallic/ silver/ White                                                                                |                  |                                       |                                     | 2                        |                             |
| 1.2.5       | Mains voltage: 220V, 50-60Hz. Unit to be supplied complete with 2 meter power cord with moulded Type "D" plug. |                  |                                       |                                     | 2                        |                             |
| 1.2.6       | Energy rating of at least A+                                                                                   |                  |                                       |                                     | 2                        |                             |
| <b>2.</b>   | <b>Microwave, oven</b>                                                                                         |                  |                                       |                                     |                          |                             |
| 2.1         | The microwave oven to be a standard domestic type for general use                                              |                  |                                       |                                     | 2                        |                             |

|            |                                                                                                                |  |  |  |   |  |
|------------|----------------------------------------------------------------------------------------------------------------|--|--|--|---|--|
| 4.1.3      | Shall have as a minimum 6 heat control knob settings for plates and oven                                       |  |  |  | 2 |  |
| 4.1.4      | Oven Capacity shall be 57 litres $\pm$ 3 litres                                                                |  |  |  | 2 |  |
| 4.1.5      | Mains voltage: 220V, 50-60Hz. Unit to be supplied complete with 2 meter power cord.                            |  |  |  | 2 |  |
|            |                                                                                                                |  |  |  |   |  |
| <b>4.2</b> | <b>Stove, 4 Plate (Free Standing)</b>                                                                          |  |  |  |   |  |
| 4.2.1      | Shall have an Oven with Bake and Grill Functions                                                               |  |  |  | 2 |  |
| 4.2.2      | Stove shall have 4 solid burners for cooking                                                                   |  |  |  | 2 |  |
| 4.2.3      | Shall have as a minimum 6 heat control knob settings for plates                                                |  |  |  | 2 |  |
| 4.2.4      | Oven Capacity shall be 57 litres $\pm$ 3 litres                                                                |  |  |  | 2 |  |
| 4.2.5      | Mains voltage: 220V, 50-60Hz. Unit to be supplied complete with 2 meter power cord with moulded Type "D" plug. |  |  |  | 2 |  |
|            |                                                                                                                |  |  |  |   |  |
| <b>5.1</b> | <b>Washing Machine (Top Loader)</b>                                                                            |  |  |  |   |  |
| 5.1        | WASHING MACHINE, Drum capacity 13-15 KG                                                                        |  |  |  | 2 |  |
| 5.2        | The washing machine to be a standard domestic type for general domestic use.                                   |  |  |  | 2 |  |
| 5.3        | The unit to have at least 6 wash programmes                                                                    |  |  |  | 2 |  |
| 5.4        | The unit to have a stainless steel drum.                                                                       |  |  |  | 2 |  |
| 5.5        | Steel exterior, epoxy coated mild steel finish in white/ Grey/ Silver.                                         |  |  |  | 2 |  |
| 5.6        | Unit to have LED display and must have a remaining time indicator.                                             |  |  |  | 2 |  |
| 5.7        | To have a touch pad with electronic control.                                                                   |  |  |  | 2 |  |
| 5.8        | The unit to have a spin speed not less than 650 rpm.                                                           |  |  |  | 2 |  |
| 5.9        | Unit to have a see through door which should be easy to clean and maintain.                                    |  |  |  | 2 |  |
| 5.10       | Mains voltage: 220V, 50-60Hz. Unit to be supplied complete with 2 meter power cord with moulded Type "D" plug. |  |  |  | 2 |  |

|          |                                                                   |  |  |  |   |  |
|----------|-------------------------------------------------------------------|--|--|--|---|--|
| <b>7</b> | <b>Digital Signal Receiver</b>                                    |  |  |  |   |  |
| 7.1      | Digital Signal Receiver including installation and remote control |  |  |  |   |  |
| 7.2      | HDMI output shall not be less than 1                              |  |  |  | 2 |  |
| 7.3      | AV outputs shall not be less than 1                               |  |  |  | 2 |  |
| 7.4      | Shall be a free to air option i.e. no rental                      |  |  |  | 2 |  |

**Notes to bidder:** Manufacturer reference document(s) in the form of a brochure/ user manual and or technical manual is/ are to be attached as proof of compliance to specifications. The bidder is to clearly reference compliance to the required specifications using the manufacturer documentation.

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

- 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.

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 analysed 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

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 fulfilment 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

- 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.

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## **Part 5 – Schedule B**

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### **CENTRAL SUPPLIER DATABASE (CSD)**

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

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

**TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO.**

**R**

**(Total amount for all items offered, Year 1 to Year 3) \***  
**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**

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

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**SBD 4****DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
    - the bidder is employed by the state; and/or
    - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
    - 2.1 Full Name of bidder or his or her representative: .....
    - 2.2 Identity Number:.....
    - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):
    - 2.4 .....
    - 2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
    - 2.6 Tax Reference Number: .....
    - 2.7 VAT Registration Number: .....
    - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.
- <sup>1</sup>"State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) provincial legislature;
  - (d) national Assembly or the national Council of provinces; or
  - (e) Parliament.
- <sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder

**YES / NO**

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

|       |                             |
|-------|-----------------------------|
| 4.4.1 | If so, furnish particulars: |
|-------|-----------------------------|

***CERTIFICATION***

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

***CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.***

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

.....  
***Signature***

.....  
***Date***

.....  
***Position***

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

## **SBD 9**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

## Part 5 – Schedule G

### Qualifications and Experience

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

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---

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

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

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

---

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

---

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

---

---

---

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

#### NAME IN CAPITALS

In the presence of :

1. ....

2. ....

- [illegible]

**NAME IN CAPITALS**

1. 
2. 

---

**Part 5 – Schedule J**  
**Financial Particulars**

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

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

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

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

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <b><u>FINANCIAL POSITION OF BIDDER</u></b><br><br>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.<br><br>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department. |
| <b>NAME OF FINANCIAL INSTITUTION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>ADDRESS</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>TEL.NO</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>FAX NO</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>CONTACT PERSON</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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

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

In the presence of:

1. ....

2. ....