

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EASTERN CAPE DEPARTMENT OF HEALTH)					
BID NUMBER:	SCMU3-22/23-0176-HO	CLOSING DATE:	1 August 2022	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR SUPPLY AND DELIVERY OF DOMESTIC FURNITURE IN ECDoh FACILITIES FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT OFFICES					
MAIN SECURITY GATE					
GLOBAL LIFE BUILDING					
BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
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	
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:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



Bid No.: SCMU3-22/23-0108-HO: Request for supply and delivery of Optical Coherent Tomography in ECDoH facilities for a period of 36 months

DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date 21 June 2022	Name: M Magula	Signature 
Reviewed By	Date 23/06/2022	Name: P. N. THELELI	Signature 
Recommended by Programme Manager	Date 23/06/2022	Name: T. Smayile	Signature 
Approved By Specification Committee	Date:	Name:	Signature

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. 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:

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-BBEE Status Level of Contributor	Number of points (80/20 system)
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies 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>	Complied	
		YES	NO
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)		
	<i>Mandatory documents of Stage 1 (failure to comply with item I and K will result in elimination)</i>		
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.		
M	Completed and Signed Declaration Certificate for Local Production and Content (SBD 6.2)		
N	Completed and signed Annex C (Local Content Declaration: Summary Schedule)		
Q	Local Content Exemption Letter issued by the DTI (where applicable)		

29. 2nd 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.

all potential bidders on the DTI's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

30.1.14 The attached Declaration Certificate for Local Production and Content (SBD 6.2) together with Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing time and date of the bid. Failure to submit with the bid at the closing date and time will invalidate the bid.

31. 4th 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.
- 30.4. All calculations will be rounded off to the nearest decimal.
- 30.5. Finance letters indicating that the bidder will get finance will be treated as fully compliant, even if there's no value indicated.

CRITERIA	SUB CRITERIA	MAX SCORE	EVIDENCE
Specifications	90% to 100% compliance to specifications on all the items = 40. 70 to 89% compliance to specifications on all the items = 30. Below 70% compliance in all the items = 0.	40	Specification requirements to be checked using supplier brochures.
Resource availability within the Eastern Cape Province relating to delivery vehicles to provide the required service to ECDOH	Delivery vehicle relevant to the requirements of the Specification No vehicle = 0 points 1* LDV or more = 15 points 1* 4 ton truck or more = 20 points.	20	Vehicle registration papers or A signed agreement letter from the hiring company confirming availability of the listed vehicles and an agreement to lease them to the bidder.
Location of Supplier and Local job creation	Outside Eastern Cape = 5 points. Eastern Cape based Supplier = 20 points.	20	Lease agreement, Landline provider and or bank account and or utilities account (The above should be in the bidding company name)
Financial Strength (Net asset position)	Negative net asset value or less than R0,1m=0 Positive net asset value less than R0,5m=5	20	Financial statement, assets (excluding stock) less liabilities. Financial statement, asset less liabilities. Or Alternatively, a letter of guarantee from financial institution or 3 months' bank

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

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

3.4 Regulations and statutes: The service 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

will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

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

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

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

The provisions of Clause 10 document contains 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.

PART 3

BID STRATEGY

The Eastern Cape Department of Health seek to appoint service providers to supply and deliver domestic equipment as part of commissioning and refurbishing existing building structures to accommodate medical clinicians for a period of 36 months.

Bid will be awarded to Four (4) bidders and will be used as and when required basis. The order of awarding is listed below, with the highest point scorer getting No. 1 (OR Tambo& Nelson Mandela Bay) and lowest points scorer getting No. 4 (Amathole& Buffalo City). The awarded bidders will be awarded according to the following pairs:

1. OR Tambo District& Nelson Mandela Bay Metro
2. Alfred Nzo & Joe Gqabi Districts
3. Chris Hani& Sarah Baartman Districts
4. Amathole District& Buffalo City Metro

The bid will be a rate based contract for a period of 36 months and will be used as and when required basis.

Bidders are required to bid for all specification items, if any item is omitted or not bided for a bidder will be disqualified.

Delivery will be made to the health facility as specified at the time of ordering and the turnaround time for the supply and delivery of goods must be done within the shortest period of time of four to eight weeks after an official order has been issued by the Department.

The unit price shall be inclusive of delivery to any facility in the Eastern Cape.

The Department reserves the right to negotiate the rates with shortlisted bidders to match the rate of the lowest bidder or average rate.

ITEM	BASE SET, 3/4	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.2	TECHNICAL SPECIFICATION				
ITEM	3/4 Bed(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.2.1	Manufacturer Name			2	
1.2.2	Model Number or Name			2	
1.2.3	Bed size shall be: Minimum Width = 107 cm and Length = 188 cm			4	
1.2.4	Bed shall be suitable to carry a weight load of up to 120Kg per person			4	
1.2.5	Mattress thickness shall be minimum of 24 cm			4	
1.2.6	Total height of base and mattress set shall be a minimum of 60 cm			4	
1.2.7	Bed shall have Four or Six leg supports			4	
1.2.8	The product offered shall be a set of base and mattress (could be a do not turn/ no turn Mattress).			4	
1.2.9	Mattress shall have an edge support to prevent edges from sagging.			4	
1.2.10	The mattress shall be made of breathable fabric to act as barrier against bacteria.			4	

ITEM	HEADBOARD, SINGLE	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.4	TECHNICAL SPECIFICATION				
ITEM	Single Headboard(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.4.1	Manufacturer Name			2	
1.4.2	Model Number or Name			2	
1.4.3	Headboard size shall be: Minimum Width = 97 cm			4	
1.4.4	Headboard size shall be: Minimum Height = 140 cm			4	
1.4.5	Maximum leg height shall be 60 cm (if applicable)			2	
1.4.6	Covering material shall be easy to clean (Vinyl)			4	
1.4.7	Design shall be button styled or decorative stitches			2	
1.4.8	A minimum of three colours to be offered (incl White and Dark Brown)			4	
1.4.9	Headboard shall be free standing			2	
1.4.10	Wood Type - Backing: shall be made of Medium Density Fibreboard (MDF) or Shutterply			4	
1.4.11	Wood Type - Leg section (if Applicable): shall be solid wood			4	
1.4.12	Headboard shall have Padding / Cushioning on the Backing section			4	

ITEM	HEADBOARD, DOUBLE	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.6	TECHNICAL SPECIFICATION				
ITEM	Double Headboard(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.6.1	Manufacturer Name (if applicable)			2	
1.6.2	Model Number or Name (if applicable)			2	
1.6.3	Headboard size shall be: Minimum Width = 143 cm			4	
1.6.4	Headboard size shall be: Minimum Height = 140 cm			4	
1.6.5	Maximum leg height shall be 60 cm (if applicable)			2	
1.6.6	Covering material shall be easy to clean (Vinyl)			4	
1.6.7	Design shall be button styled or decorative stitches			2	
1.6.8	A minimum of three colours to be offered (incl White and Dark Brown)			4	
1.6.9	Headboard shall be free standing			2	
1.6.10	Wood Type - Backing: shall be made of Medium Density Fibreboard (MDF) or Shutterply			4	
1.6.11	Wood Type - Leg section (If Applicable): shall be solid wood			4	
1.6.12	Headboard shall have Padding / Cushioning on the Backing section			4	

ITEM	IRONING BOARD	State Your Offer	Technical Reference/Inde x Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.8	TECHNICAL SPECIFICATION				
ITEM	Ironing board(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Inde x Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.8.1	Manufacturer Name (if applicable)			2	
1.8.2	Model Number or Name (if applicable)			2	
1.8.3	Ironing board size shall be a minimum: Width = 30 cm and Length = 110 cm			2	
1.8.4	Ironing board shall be supplied with a removable cover			2	
1.8.5	Shall made of wood and steel and have a hot iron holder			2	
1.8.6	The Ironing board shall be designed to stand on its own when packed away			4	

ITEM	COUCH, TWO SEATER, FABRIC	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.10	TECHNICAL SPECIFICATION				
ITEM	Two Seater(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.10.1	Manufacturer Name			2	
1.10.2	Model Number or Name			2	
1.10.3	Width shall be 95cm $\pm$ 15cm			4	
1.10.4	Length shall be 210 $\pm$ 30cm			4	
1.10.5	Height shall be 85cm $\pm$ 10 cm			4	
1.10.6	Edges shall have arm supports covered in the same fabric as couch.			4	
1.10.7	Leg supports shall be detachable.			4	
1.10.8	Shall have a minimum of Four leg supports, but not more than Six.			4	
1.10.9	The product offered shall be Fabric			4	

ITEM	COUCH, SINGLE, GENUINE LEATHER	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.12	TECHNICAL SPECIFICATION				
ITEM	Single Seater(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.12.1	Manufacturer Name			2	
1.12.2	Model Number or Name			2	
1.12.3	Width shall be 95cm ± 15 cm			4	
1.12.4	Length shall be 100cm ± 20 cm			4	
1.12.5	Height shall be 85cm ± 10 cm			4	
1.12.6	Edges shall have arm supports covered in the same fabric as couch.			4	
1.12.7	Shall have Leg supports.			4	
1.12.8	Shall have a minimum of Four leg supports, but not more than Six.			4	
1.12.9	The product offered shall be Genuine leather			4	

ITEM	COUCH, THREE SEATER, GENUINE LEATHER	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.14	TECHNICAL SPECIFICATION				
ITEM	Three Seater(s)				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.14.1	Manufacturer Name			2	
1.14.2	Model Number or Name			2	
1.14.3	Width shall be 95cm ± 15cm			4	
1.14.4	Length shall be 240 ± 30cm			4	
1.14.5	Height shall be 85cm ± 10 cm			4	
1.14.6	Edges shall have arm supports covered in the same fabric as couch.			4	
1.14.7	Leg supports shall be detachable.			4	
1.14.8	Shall have a minimum of Four leg supports, but not more than Six.			4	
1.14.9	The product offered shall be Genuine leather			4	

ITEM	TELEVISION STAND	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.16	TECHNICAL SPECIFICATION				
ITEM	Television Stand				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.16.1	Manufacturer Name			2	
1.16.2	Model Number or Name			2	
1.16.3	Shall be made of Solidwood and or Medium Density Fibreboard (MDF)			4	
1.16.4	Colour - One or Two tone			2	
1.16.5	Shall be free standing and balanced against tilting			4	
1.16.6	Height shall be 50cm $\pm$ 10cm			4	
1.16.7	Depth shall be 50 cm $\pm$ 10cm			4	
1.16.8	Width shall be 140 cm $\pm$ 20cm			4	
1.16.9	Shape - Rectangular			2	

ITEM	DINING TABLE, SIX SEATER	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.17	TECHNICAL SPECIFICATION				
ITEM	Table - Six Seater				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.17.1	Manufacturer Name			2	
1.17.2	Model Number or Name			2	
1.17.3	Length shall be 190cm $\pm$ 15 cm			2	
1.17.4	Width shall be 100cm $\pm$ 15 cm			2	
1.17.5	Table Top Depth shall be 15cm $\pm$ 3 cm			2	
1.17.6	Height shall be 77cm $\pm$ 3 cm			4	
1.17.7	Material - Solid wood and or MDF			4	
1.17.8	Colour - One or Two tone			4	
1.17.9	Finish - Sealed to prevent water ingress			2	
1.17.10	Shape - Round or Square			4	

ITEM	STOOL, BAR	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
SECTION	SPECIFICATION				
1.19	TECHNICAL SPECIFICATION				
ITEM	Stool				
SECTION	SPECIFICATIONS	State Your Offer	Technical Reference/Index Page Number	Weights: High Priority Items-4; Medium Priority-2	Compliance to Spec (Yes/No)
1.19.1	Manufacturer Name			2	
1.19.2	Model Number or Name			2	
1.19.3	Width shall be 46cm ± 4cm			4	
1.19.4	Length/ Depth shall be 46cm ± 4cm			4	
1.19.5	Non-adjustable Height shall be 75cm ± 10 cm			4	
1.19.6	Frame Material - Solid wood and or Veneer			4	
1.19.7	Seat Material - Wood			4	
1.19.8	Seat Finish - Padded			4	
1.19.9	Colour - One or Two tone			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.

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.
-

1.15	Table, Coffee	1		
1.16	Television Stand	1		
1.17	Dinning Table – Four Seater	1		
1.18	Dinning Table – Six Seater	1		
1.19	Dinning Chairs	1		
1.20	Stools, Bar	1		
	AMOUNT			
	VAT			
	TOTAL			
	COST			

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

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> 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. 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.
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.

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

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

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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

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.

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:

- 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

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.

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

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

{D1}
{D2}
{D3}
{D4}
{D5}
{D6}

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU	R 9.00
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GBP R 12.00

A. Exempted imported content

Calculation of Imported content

[illegible]

(D19) Total exempt imported value

Summary

Tender Qty	Exempted imported value
(D17)	(D16)

This total must correspond with
Annex C - C21

B. Imported directly by the Tenderer

Calculation of Imported content

[illegible]

(D32) Total imported value by tenderer

Summary

[illegible]

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

[illegible]

(D45) Total imported value by 3rd party

Summary

Summary	
Quantity Imported	Total imported value
(D43)	(D44)

D. Other foreign currency payments

Calculation of foreign currency payments

[illegible]

Summary of payments

Local value of payments	
(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Signature of tenderer from Annex B

Date:

**This total must correspond with
Annex C - C23**

SATS 1286.2011

Note: VAT to be excluded from all calculations

Calculation of local content

{C20} Total tender value

(C22) Total Tender value net of exempt imported content

(C25) Average local content % of tender