INVITATION TO BID

Bid No. SCMU3-12/13-0462

Bid Description SUPPLY AND DELIVERY OF DOMESTIC FURNITURE FOR EASTERN CAPE DEPARTMENT OF HEALTH PROFESSIONALS FOR A PERIOD OF 12 MONTHS

The successful bidder will be required to fill in and sign a written Contract Form (ECBD 7)

Details relating to compulsory bid Information Meeting Date and Time 12 July @ 10h00

Venue CSC boardroom, Global Life Building, Bhisho

Contact Person/s:

Technical Terms of Reference: Name: Mr X Tofu

Telephone No: 0833781455

Bid Documents:

Name: Mr V Ndabeni

Telephone No: 0833780969 and 040-6089624

Closing date and time for bid and special conditions Date and Time: 31 July 2013 @11h00

Condition Bids received after the closing time and date are late and will as a rule not be accepted for consideration

Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Health.

Delivery address and conditions for delivery of bids

Delivery address: Tender Box at Office B15, Chungwa Building, 1st Floor Independence Avenue, Bhisho, 5605

Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from:
- 8H00 to 16H30 - Monday to Thursday
- 8H00 to 16H00 - Fridays.

- The ECBD 1 and all other application forms attached as Part 5 must be completed and signed in the original, that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures may be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.
INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (ECBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE

.............................................................
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- **Part 5** – Bid Forms and related documentation
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  - **Schedule C** – Pricing Schedule (ECBD 3.1)
  - **Schedule D** – Declaration of Interest (ECBD 4)
  - **Schedule E** – Declaration of Bidder’s Past SCM Practices (SBD8)
  - **Schedule F** – Certificate of Bid Determination (SBD9)
  - **Schedule G** – Qualifications and experience
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  - **Schedule I** – Organisational Structure
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  - **Schedule K** – Financial Particulars
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2. **DEFINITIONS**

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

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ECD™H</strong></td>
<td>means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;</td>
</tr>
</tbody>
</table>
| **Invitation to bid** | means this invitation to bid comprising  
  - The cover page and the table of content and definitions  
  - Part 1 which details the Conditions of Bid;  
  - Part 2 which details the Conditions of Contract and Operational Requirements;  
  - Part 3 which details the bid strategy  
  - Part 4 which details the Terms of Reference relating to the Technology / Services  
  - Part 5 which contains all the requisite bid forms and certificates;  
  - **As read with GCC-General Conditions of Contract** |
| **Goods** | means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications; |
| **Specifications** | means the specifications contained in Part 4 of this invitation to bid; |
PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Department intends to engage suitably qualified suppliers to supply, deliver and install Domestic Furniture for Health Professionals deployed in various districts. The furniture is to be installed in various district hospitals where the park homes have been erected as residential accommodation for the health professionals. A list of the hospitals is provided.

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 (ECBD 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 an original valid Tax Clearance Certificate be submitted with the bid. Failure to submit will invalidate your bid.

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

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

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

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

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 inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.
5. **BID BRIEFING**

5.1 A compulsory briefing meeting will be held on 8th July 2013 at CSC Boardroom, Global Life Building, Ground Floor, Bhisho.

5.2 The purpose of the briefing meeting shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the Service.

5.3 Any bidder who fails to attend the compulsory briefing meeting will be disqualified.

5.4 Bidders will be required to sign the attendance register on the date of the briefing meeting and certificate of attendance which will be submitted with the bid. Signature of these documents will constitute proof of compliance with this condition.

6. **TAX CLEARANCE**

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

7. **PRICING**

7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

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

7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8. **DECLARATION OF INTEREST**

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

9. **QUALIFICATIONS OF BIDDERS**

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

10. **PARTNERSHIPS AND LEGAL ENTITIES**

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

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

   11.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

   11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

   11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Technical Review Committee and/or the ECDoH and receive instructions for and on behalf of any and all the members of the consortium;

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

12. **ORGANISATIONAL PRINCIPLES**

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

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

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

14. **FINANCIAL PARTICULARS**

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

15. **PREFERENCE POINTS CLAIM FORMS**

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

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

17. **ACCEPTANCE OF BIDS**

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

18. **NO RIGHTS OR CLAIMS**

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

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

19. **NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

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

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

20. **ACCURACY OF INFORMATION**

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

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

21. COMPETITION

21.1 Bidders and their respective officers, employees and agents are prohibited from
engaging in any collusive action with respect to the bidding process which serves to limit
competition amongst bidders.

21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act
1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

21.3 If bidders have reason to believe that competition issues may arise from any
submission of a response to this bid invitation they may make, they are encouraged to
discuss their position with the competition authorities before submitting response.

21.4 Any correspondence or process of any kind between bidders and the competition
authorities must be documented in the responses to this invitation to bid.

22. RESERVATION OF RIGHTS

22.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this
invitation to bid or under law), the ECDoH expressly reserves the right to:-

22.1.1 Request clarification on any aspect of a response to this invitation to bid
received from the bidder, such requests and the responses to be in writing;

22.1.2 Amend the bidding process, including the timetables, closing date and any
other date at its sole discretion;

22.1.3 Reject all responses submitted by bidders and to embark on a new bid
process.

22.1.4 Award the bid to more than one bidder.

23. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

23.1 The bidder must complete the declaration and sign accordingly to submit with the bid.
The declaration of bidder’s past supply chain management practices is attached as Part
5 – Schedule F

24. SPECIAL CONDITIONS OF CONTRACT

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

24.1 EVALUATION CRITERIA

The bid will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Regulations, 2011. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

**NB:** Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. 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 a bidder will score 0 out of maximum of 10 points for B-BBEE.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>09</td>
</tr>
<tr>
<td>3</td>
<td>08</td>
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<td>4</td>
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<tr>
<td>7</td>
<td>02</td>
</tr>
<tr>
<td>8</td>
<td>01</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

1st Stage: Pre-qualification evaluation

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

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

24.1.3 Where the Bidder’s bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
24.1.3.1 reject the bid Proposal in question and not to evaluate it at all;

24.1.3.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder’s Proposal;

24.1.3.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

24.1.4 The following criteria shall apply:

24.1.4.1 The bid documentation has been completed comprehensively and correctly.

24.1.4.2 Declaration forms (SBD) must be signed.

24.1.4.3 Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register.

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

24.1.4.5 Bidders must have provided supporting documentation as per the bid terms of reference schedule requirements including valid South African Revenue Services (SARS) taxation clearance certification (TCC) in original form with the bid. Failure to submit valid SARS tax clearance certificate with the bid will invalidate your bid.

24.1.4.6 Bidders must submit proof of financial viability in the form of Annual Financial Statements (AFS) for a Company and for CC a letter from a financial institution confirming availability of financial resources

24.1.4.7 Bidders must include transportation/delivery costs on their quotation/pricing.

24.1.4.8 Bidders must provide CV and qualification of an electrician for installation of electrical appliances.

24.1.4.9 Prospective service providers should demonstrate physical warehouses, Shops, transport or provide supply and delivery agreement with a reputable supplier. Inspection of the premises and delivery vehicle/s may be conducted to the recommended service providers

24.1.4.10 Copy of Entity registration and shareholding certificate must be submitted with the bid.

<table>
<thead>
<tr>
<th>#</th>
<th>Requirement</th>
<th>Complied</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>CV and qualification of an electrician</td>
<td>NO</td>
</tr>
<tr>
<td>#</td>
<td>Requirement</td>
<td>Complied</td>
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<tr>
<td>----</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>a1</td>
<td>Proof of delivery vehicle and warehouse</td>
<td>YES</td>
</tr>
<tr>
<td>B</td>
<td>Original Tax Certificate (TCC)</td>
<td>NO</td>
</tr>
<tr>
<td>C</td>
<td>Invitation to Bid (SBD1) completed and signed</td>
<td>NO</td>
</tr>
<tr>
<td>D</td>
<td>Valid and original Tax Clearance Certificate (SBD 2)</td>
<td>NO</td>
</tr>
<tr>
<td>E</td>
<td>Pricing Schedule (SBD 3.1)</td>
<td>NO</td>
</tr>
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<td>F</td>
<td>Declaration of Interest (SBD 4)</td>
<td>NO</td>
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<td>J</td>
<td>Proof of financial capacity</td>
<td>NO</td>
</tr>
<tr>
<td>K</td>
<td>Compulsory Briefing Session Certificate</td>
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</tr>
<tr>
<td>L</td>
<td>Company registered in South Africa (Registration documents attached)</td>
<td>NO</td>
</tr>
<tr>
<td>M</td>
<td>JV agreement if applicable</td>
<td>NO</td>
</tr>
</tbody>
</table>

25. Delivery

25.1 Delivery Adherence

25.1.1 Firm delivery periods must be quoted for the duration of the contract period

25.1.2 It is a condition that deliveries must commence as soon as possible.

25.1.3 Deliveries must be made to the hospitals listed on Part 3 of the bid document and must take place between 8:00 and 14h00 during the week and for emergency delivery pre-arrangement should be made with the end-user.

25.1.4 The department will not take any responsibility for deliveries outside the above timeframes.

25.1.5 Delivery of furniture must be made in accordance with the instructions appearing on the official order forms emanating from the institutions listed on Part 3 of the bid document in placing the orders.

25.1.6 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

25.1.7 In respect of items awarded to them, contractors must adhere strictly to the delivery periods quoted by them in their bids.

25.1.8 All invoices should be delivered/posted to reach the institution that placed the order timeously. The invoices should be original and accompanied by an inspection certificate and proof of delivery.

25.1.9 Deliveries not complying with the order forms will be returned to the contractor at the contractor’s expense.
26. Counter Offers

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

PART 2
Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 12 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 Prices shall be firm for the 12 months.

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

2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor 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 contractor 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 contractor 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, contractor shall:-

3.3 Other Service Providers The contractor 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 contractor 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 contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

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

3.7 Should the ECDoH at any time believe that any member of contractor’s 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 contractor 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 contractor shall ensure that the Services are provided in a clean and tidy manner.

3.10 **Service reports:** The contractor 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 contractor is providing the Services in accordance with the terms and conditions of the contract.

4. **HAZARDOUS MATERIALS**

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

6. **ENERGY MANAGEMENT**

The contractor 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 contractor :-

✓ acknowledges that he is fully aware of the terms and conditions of the Act;

✓ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

✓ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

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

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Terms of Reference 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 contractor with the stipulated responsibilities and service standards will be determined:-

▪ with reference to reports provided by contractor;

▪ 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.** Contractor 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 contractor 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 contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor 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 contractor 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 contractor can prove otherwise be binding on contractor 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**

Contractor 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 contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12. **SUB-CONTRACTORS**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a
person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.
PART 3
BID STRATEGY

THE BID CALLS FOR SUPPLY AND DELIVERY OF DOMESTIC FURNITURE
FOR EASTERN CAPE DEPARTMENT OF HEALTH PROFESSIONALS FOR A
PERIOD OF 12 MONTHS

The Department generally has a challenge in accommodating health professionals due to minimal
accommodation facilities in the hospitals.
Discussions were entered into with departmental Infrastructure to advise on how this desperate
situation can be addressed, subsequent thereto a written approval was obtained for building of
park-homes with domestic furniture for health professionals that assumed duties in January 2013.
A service provider through Coega was appointed and the park-homes were built in in various
institutions.

The Department intends to award this bid per district. The department also reserves the right to
award to more than one bidder. The institutions that require domestic furniture are as follows:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>HOSPITAL</th>
<th>AVAILABLE PARK-HOMES</th>
<th>HOUSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Gqabi</td>
<td>Steynsberg</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maclear</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Empilisweni</td>
<td>3 1 2</td>
<td></td>
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<tr>
<td>OR Tambo</td>
<td>St Barnabas</td>
<td>4 2 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bambisana</td>
<td>2 1 1</td>
<td></td>
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<tr>
<td></td>
<td>Canzibe</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nessie Knight</td>
<td>2 2 -</td>
<td></td>
</tr>
<tr>
<td>Alfred Nzo</td>
<td>Taylor Bequest</td>
<td>3 2 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mt Ayliff</td>
<td>2 2 -</td>
<td></td>
</tr>
<tr>
<td>Amathole</td>
<td>Butterworth</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tafalofefe</td>
<td>1 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Madwaleni</td>
<td>5 4 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nompumelelo</td>
<td>1 1 -</td>
<td></td>
</tr>
<tr>
<td>Chris Hani</td>
<td>Cofimvaba</td>
<td>5 3 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Elliot</td>
<td>3 2 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indwe</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dordrecht</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sterkstroom</td>
<td>2 1 1</td>
<td></td>
</tr>
<tr>
<td>Cacadu</td>
<td>Aberdeen</td>
<td>3 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Willowmore</td>
<td>2 2 -</td>
<td></td>
</tr>
</tbody>
</table>
## PART 4
### Specification

**BID SPECIFICATION FOR SUPPLY AND DELIVERY OF DOMESTIC FURNITURE FOR EASTERN CAPE DEPARTMENT OF HEALTH PROFESSIONALS FOR A PERIOD OF 12 MONTHS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>NAME</th>
<th>SPECIFICATION</th>
<th>NUMBER REQUIRED PER UNIT</th>
<th>TOTAL NUMBER OF ITEMS REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stove</td>
<td>500mm solid hob, static oven, oven capacity 57tt. Chrome plated oven shelf. Easy clean enamel oven. Colour: Black; 2 year guarantee</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Microwave oven</td>
<td>Manual setting (times); 8 automatic cooking settings. Colour: metallic mirror finish; 2 year guarantee.</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Kettle</td>
<td>200 – 240v; Large 4.3 litre capacity. Stainless Steel body. 1 year guarantee.</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>4</td>
<td>Toaster</td>
<td>Four slice toaster; 1300w; compact design; removable crumb tray. 1 year guarantee</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>TV</td>
<td>LCD; 29 inch LCD; Full high definition; 60hz; Hdmi input:3. USB input:1. 1 year guarantee. Wall installed.(installed by service provider)</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>6</td>
<td>Centre mat</td>
<td>Paris Target GEO carpet ; 160 x 220cm; Paris blocks design. (or anything similar to this spec)</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>7</td>
<td>Elegant Ladies Framed Print</td>
<td>700 x 700; Hand painted wall; Picture. (to be installed by service provider)</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>8</td>
<td>Head Board</td>
<td>Should be made of solid saligna wood. The paint finish must be scratch resistive and smooth. Installation, be wall mounted type with easy clips fitted at the back of the head board and easy to remove when required. The width of the headboard must be of a double bed size with two pedestals. (to be installed by service provider)</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>9</td>
<td>Two Pedestals</td>
<td>Be made of solid saligna wood, size of the pedestals be 300mm x 300mm x bed height with drawers and the pedestals be free standing and not screwed or linked with the head board. The paint finish should be scratch resistive and smooth. Drawers should have wheels to assist</td>
<td>1</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Specifications</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>10</td>
<td><strong>Bed and Base</strong></td>
<td>Must be in accordance with SABS standards and proof thereof will be required. Should have a minimum of five years warranty. Bed and base be able to carry maximum load of 90kg per person. Size: Double bed.</td>
<td>1</td>
<td>83</td>
</tr>
<tr>
<td>11</td>
<td><strong>Couches/ Sofa</strong></td>
<td>Should be 100% Genuine leather and should comprise of 2 single seaters and two x two seaters. (1 set)</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>12</td>
<td><strong>Refrigerator</strong></td>
<td>260L, frost free with two doors one on top and one at the bottom (freezer and cooler). Be metallic/ silver.</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>13</td>
<td><strong>Dust Bin</strong></td>
<td>Be a pedal bin anything between 15L to 20 L. And be stainless steel with a plastic bin inside.</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>14</td>
<td><strong>Satellite Dish</strong></td>
<td>Supply and install up to the decoder connection point. Each dish must have the above ceiling signal splitter for feeding of single and double quarters. 100 x50mm surface mounted boxes must be provided for easy connection in each room. Installation must be done to an extent that only a decoder will be required by the tenant for accessing the DSTV network.</td>
<td>1 for each unit</td>
<td>50</td>
</tr>
</tbody>
</table>

**NB** Bidders should note that all electrical appliances must be CE Marked and SABS / ISO compliant.
NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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<th>Clause Title</th>
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</thead>
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<td>Application</td>
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<td>General</td>
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<td>Standards</td>
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<td>6</td>
<td>Patent rights</td>
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<td>7</td>
<td>Performance security</td>
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<td>8</td>
<td>Inspections, tests and analysis</td>
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<td>9</td>
<td>Packing</td>
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<td>Delivery and documents</td>
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<td>11</td>
<td>Insurance</td>
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<td>12</td>
<td>Transportation</td>
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<td>Force Majeure</td>
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<td>26</td>
<td>Termination for insolvency</td>
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<td>29</td>
<td>Governing language</td>
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<td>30</td>
<td>Applicable law</td>
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<td>31</td>
<td>Notices</td>
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<td>32</td>
<td>Taxes and duties</td>
</tr>
</tbody>
</table>
General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application 

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

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

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

3. General 

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

5. Use of Contract documents and information; inspection.
5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any Terms of Reference, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and
8. Inspections, tests and analyses

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

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

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

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract;
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

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

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

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

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
**APPLICATION FOR TAX CLEARANCE CERTIFICATE**
*(IN RESPECT OF OFFERORS)*

1. Name of taxpayer / bidder: ..............................................................................................................
2. Trade name: ......................................................................................................................................
3. Identification number:  
   ![Identification number]
4. Company / Close Corporation registration number:  
   ![Company / Close Corporation registration number]
5. Income tax reference number:  
   ![Income tax reference number]
6. VAT registration number (if applicable):  
   ![VAT registration number (if applicable)]
7. PAYE Employer’s registration number (if applicable)  
   ![PAYE Employer’s registration number (if applicable)]

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

Name:  
   ![Name]
Telephone Number:  
   Code:.....Number:..............................................................
Address:  
   ![Address]
   ![Address]
   ![Address]

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

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

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<th>Bidder No.</th>
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**Name of Bidder**

**Validity Period**: 90 days from the closing date

### JOE GQABI DISTRICT

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<td>R…………</td>
<td>9</td>
<td>R…………………………</td>
</tr>
<tr>
<td>8 Head Board</td>
<td>Should be made of solid saligna wood. The paint finish must be scratch resistive and smooth. Installation, be wall mounted type with easy clips fitted at the back of the head board and easy to remove when required. The width of the headboard must be of a double bed size with two pedestals. (to be installed by service provider)</td>
<td>R…………</td>
<td>16</td>
<td>R…………………………</td>
</tr>
<tr>
<td>9 Two Pedestals</td>
<td>Be made of solid saligna wood, size of the pedestals be 300mm x 300mm x bed height with drawers and the pedestals be free standing and not screwed or linked with the head board. The paint finish should be scratch resistive and smooth. Drawers should have wheels to assist for smooth opening and closing, with matching nobs</td>
<td>R…………</td>
<td>18</td>
<td>R…………………………</td>
</tr>
<tr>
<td>10 Bed and Base</td>
<td>Must be in accordance with</td>
<td>R…………</td>
<td>16</td>
<td>R…………………………</td>
</tr>
</tbody>
</table>
SABS standards and proof thereof will be required. Should have a minimum of five years warranty. Bed and base be able to carry maximum load of 90kg per person. Size: Double bed.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Couches/ Sofa</td>
<td>Should be 100% Genuine leather and should comprise of 2 single seaters and two x two seaters.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R........ 9 R..............</td>
</tr>
<tr>
<td>12</td>
<td>Refrigerator</td>
<td>260L, frost free with two doors one on top and one at the bottom (freezer and cooler). Be metallic/silver.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R........ 9 R..............</td>
</tr>
<tr>
<td>13</td>
<td>Dust Bin</td>
<td>Be a pedal bin anything between 15L to 20 L. And be stainless steel with a plastic bin inside.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R........ 9 R..............</td>
</tr>
<tr>
<td>14</td>
<td>Satellite Dish</td>
<td>Supply and install up to the decoder connection point. Each dish must have the above ceiling signal splitter for feeding of single and double quarters. 100 x50mm surface mounted boxes must be provided for easy connection in each room. Installation must be done to an extent that only a decoder will be required by the tenant for accessing the DSTV network.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R........ 9 R..............</td>
</tr>
</tbody>
</table>

**TOTAL**

---

**CHRIS HANI DISTRICT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>SPECIFICATION</th>
<th>PRICE PER UNIT</th>
<th>QUANTITIES REQUIRED</th>
<th>TOTAL COST (VAT INCL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stove</td>
<td>500mm solid hob, static oven, oven capacity 57tt. Chrome plated oven shelf. Easy clean enamel oven. Colour; Black; 2 year guarantee</td>
<td>R.........</td>
<td>14</td>
</tr>
<tr>
<td>2</td>
<td>Microwave oven</td>
<td>Manual setting ( times); 8 automatic cooking settings. Colour: metallic mirror finish; 2 year guarantee.</td>
<td>R.........</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>Kettle</td>
<td>200 – 240v; Large 4.3 litre capacity. Stainless Steel body. 1year guarantee.</td>
<td>R.........</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>Toaster</td>
<td>Four slice toaster; 1300w; compact design; removable crumb tray. 1 year guarantee</td>
<td>R.........</td>
<td>14</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Specification</td>
<td>Price 1</td>
<td>Price 2</td>
</tr>
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<td>-----</td>
<td>------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>5</td>
<td>TV</td>
<td>LCD; 29 inch LCD; Full high definition; 60hz; Hdmi input:3; USB input:1; 1 year guarantee. Wall installed.</td>
<td>R………</td>
<td>R…………</td>
</tr>
<tr>
<td>6</td>
<td>Centre mat</td>
<td>Paris Target GEO carpet; 160 x 220cm; Paris blocks design. (or anything similar to this spec)</td>
<td>R………</td>
<td>R…………</td>
</tr>
<tr>
<td>7</td>
<td>Elegant Ladies Framed Print</td>
<td>700 x 700; Hand painted wall; Picture. (to be installed by service provider)</td>
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</tr>
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<td>R…………</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>CACADU DISTRICT</th>
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</thead>
<tbody>
<tr>
<td><strong>NAME</strong></td>
</tr>
<tr>
<td>Stove</td>
</tr>
<tr>
<td>Microwave oven</td>
</tr>
<tr>
<td>Kettle</td>
</tr>
<tr>
<td>Toaster</td>
</tr>
<tr>
<td>TV</td>
</tr>
<tr>
<td>Centre mat</td>
</tr>
<tr>
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</tr>
<tr>
<td>Head Board</td>
</tr>
<tr>
<td></td>
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<td>14</td>
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</tbody>
</table>

**TOTAL**
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does offer comply with the Specifications?</td>
<td>*YES/NO</td>
</tr>
<tr>
<td>If not to specifications, indicate deviation(s)</td>
<td></td>
</tr>
<tr>
<td>Period required for delivery after issuing and order</td>
<td></td>
</tr>
<tr>
<td>Delivery basis (all delivery costs must be included in the bid price)</td>
<td></td>
</tr>
</tbody>
</table>

*Delivery: Firm/not firm

Note: Prices must be inclusive of Vat. All delivery costs must be included in the bid price, for delivery at the prescribed destination
SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder², 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.

¹“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.

²“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 presently employed by the state?
YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?
YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?
YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?
YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?
YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?
YES/NO
2.10.1 If so, furnish particulars.

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

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?

2.11.1 If so, furnish particulars:

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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
1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
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\(^3\) 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;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.............................................. ..............................................
Signature Date

.............................................. ..............................................
Position Name of Bidder
Part 5 – Schedule G

Qualifications and Experience

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

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

<table>
<thead>
<tr>
<th>Description of Contract</th>
<th>Period</th>
<th>Contract Value</th>
<th>Contact Person</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start Date</td>
<td>End Date</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

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

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

In the presence of:
1. .................................................................
2. .................................................................

Part 5 – Schedule H
Organisation type

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

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

1. NAME: ________________________________
   ADDRESS: ______________________________
   ID NUMBER: ______________________________

2. NAME: ________________________________
   ADDRESS: ______________________________
   ID NUMBER: ______________________________

3. NAME: ________________________________
   ADDRESS: ______________________________
   ID NUMBER: ______________________________

4. NAME: ________________________________
   ADDRESS: ______________________________
   ID NUMBER: ______________________________

5. NAME: ________________________________
   ADDRESS: ______________________________
   ID NUMBER: ______________________________

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

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

In the presence of:

1. .................................................................
2. .................................................................
1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1. ..........................................................

2. ..........................................................
Part 5 – Schedule J
Details of Supplier’s Nearest Office

1. Physical address of supplier’s office


1. Telephone No of office: _____________________________

3. Time period for which such office has been used by supplier: _____________________


SIGNATURE OF (ON BEHALF OF) BIDDER


NAME IN CAPITALS

In the presence of:

1. ..............................................................

2. ..............................................................
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:**

### FINANCIAL POSITION OF BIDDER

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.

<table>
<thead>
<tr>
<th>NAME OF FINANCIAL INSTITUTION</th>
<th>ADDRESS</th>
<th>TEL.NO</th>
<th>FAX NO</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
</table>

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

In the presence of :

1. .........................................................

2. .........................................................

NAME IN CAPITALS

56
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

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

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**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the…90/10…system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any
time subsequently, to substantiate any claim in regard to preferences, in any manner required by
the purchaser.

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax,
unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad
Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based
on its overall performance using the relevant scorecard contained in the Codes of Good Practice on
Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic
Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an
organ of state for the provision of services, works or goods, through price quotations, advertised
competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic
Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional
discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining the
expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual
increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and
any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and
demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for
the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid
documents, of a service or commodity that is designed to be practical and useful, working or
operating, taking into account, among other factors, the quality, reliability, viability and durability of
service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at
the time of bid invitations, and includes all applicable taxes and excise duties;
2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for BBEE, the successful bid must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)
\]

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid
5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>09</td>
</tr>
<tr>
<td>3</td>
<td>08</td>
</tr>
<tr>
<td>4</td>
<td>05</td>
</tr>
<tr>
<td>5</td>
<td>04</td>
</tr>
<tr>
<td>6</td>
<td>03</td>
</tr>
<tr>
<td>7</td>
<td>02</td>
</tr>
<tr>
<td>8</td>
<td>01</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other
enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ………… = ……..(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm ……………………………………………………………………………………….. :

9.2 VAT registration number ………………………………………………………………………………………..

9.3 Company registration number ……………………………………………………………………………:.

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? …………………………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution
WITNESSES:

1. ..................................................

2. ..................................................

SIGNATURE(S) OF BIDDER(S)

DATE:...........................................

ADDRESS: .................................

..............................................
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.

1.5. 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:201x as follows:

\[
LC = 1 - \left( \frac{x}{y} \right) \times 100
\]

Where

\begin{align*}
x & \quad \text{imported content} \\
y & \quad \text{bid price excluding value added tax (VAT)}
\end{align*}

Prices referred to in the determination of \(x\) must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one
week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “bid” includes advertised competitive bids, written price quotations or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mattress</td>
<td>80%</td>
</tr>
</tbody>
</table>

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. ..........................................................
ISSUED BY: (Procurement Authority / Name of Institution):
........................................................................................................................

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, .......................................................... (full names), do hereby declare, in my capacity as ........................................... ...........
of ..........................................................(name of bidder...
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price, excluding VAT (y)</td>
<td>R</td>
</tr>
<tr>
<td>Imported content(x)</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for Local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: DATE: ___________
WITNESS No. 1 DATE: ___________
WITNESS No. 2 DATE: ___________
**DEPARTMENT OF HEALTH**

**CERTIFICATION ATTENDANCE OF COMPULSORY INFORMATION MEETING**

**Tender No.**

**SCMU 3-12/13-0462**

**Tender Description**

**Details relating to compulsory Tender Information Meeting:**

<table>
<thead>
<tr>
<th>Time and Date:</th>
<th>Venue</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of company:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Representative attending meeting:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Details:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of representative</th>
<th></th>
</tr>
</thead>
</table>

**Date stamp of institution**

**Signature of Departmental Representative**

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