



Province of the  
**EASTERN CAPE**  
PROVINCIAL TREASURY

**SCMO-20/21-002**

**INVITATION TO BID**

**MANUFACTURE, SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT:  
(PLASTICS AND CHEMICALS) FOR COVID-19 EMERGENCY AND FUTURE  
PROCUREMENT TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF TWENTY  
FOUR (24) MONTHS AS AND WHEN REQUIRED**

**BIDDER:**

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**CSD REGISTRATION:**

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**COMPULSORY BRIEFING MEETING: N/A**

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**CLOSING DATE: 25 May 2020**

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**CLOSING TIME: 11H00**

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SUPPLY CHAIN MANAGEMENT  
PROVINCIAL TREASURY  
TYAMZASHE BUILDING (OLD STANDARD BANK BUILDING)  
PHALO AVENUE  
BHISHO  
5605

Enquires: <b>Ms Y. Bonase</b> Email Address: <a href="mailto:Yolanda.Bonase@ectreasury.gov.za">Yolanda.Bonase@ectreasury.gov.za</a> Cell No: 071 868 6203 Tel No: <b>040 101 0361</b> Fax No: <b>040 1010 706</b>	Enquires: <b>Mr Z. Bobani</b> Email Address: <a href="mailto:Zilindile.Bobani@ectreasury.gov.za">Zilindile.Bobani@ectreasury.gov.za</a> Cell No: 083 578 9148 Tel No: <b>040 101 0364</b> Fax No: <b>040 1010 706</b>
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## INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PROVINCIAL TREASURY

BID NUMBER:	SCMO-20/21-002	CLOSING DATE:	25 May 2020	CLOSING TIME:	11h00
DESCRIPTION	MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS PERSONAL PROTECTIVE EQUIPMENT: (PLASTICS AND CHEMICALS) FOR COVID-19 EMERGENCY AND FUTURE PROCUREMENT TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF TWENTY FOUR (24) MONTHS AS AND WHEN REQUIRED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
BID BOX SITUATED AT:

PROVINCIAL TREASURY, SUPPLY CHAIN MANAGEMENT UNIT, TYAMZASHE BUILDING, (OLD STANDARD BANK BUILDING), PHALO AVENUE, BHISHO, 5605

## SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			

		NAME:
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Provincial Treasury	CONTACT PERSON	Zilindile Bobani
CONTACT PERSON	Yolanda Bonase	TELEPHONE NUMBER	040 1010 364
TELEPHONE NUMBER	040 1010 361	FACSIMILE NUMBER	040 1010 706
FACSIMILE NUMBER	040 1010 706	E-MAIL ADDRESS	<a href="mailto:Zilindile.Bobani@ectreasury.gov.za">Zilindile.Bobani@ectreasury.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Yolanda.Bonase@ectreasury.gov.za">Yolanda.Bonase@ectreasury.gov.za</a>		

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**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.6. THIS BID IS FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF PLASTICS AND CHEMICALS.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

**NB:**

- **FAILURE TO PROVIDE ANY OF THE BELOW PARTICULARS MAY RENDER THE BID INVALID.**
- **DUE TO COVID-19 REGULATIONS, THERE WILL BE NO BID BRIEFING SESSION AND PUBLIC OPENING OF THESE BIDS.**

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

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## BID INVITATION

**BID NO: SCSMO-20/21-002**

**MANUFACTURE, SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT:  
(PLASTICS AND CHEMICALS) FOR COVID-19 EMERGENCY AND FUTURE  
PROCUREMENT TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF TWENTY  
FOUR (24) MONTHS AS AND WHEN REQUIRED**

Tender documents will be available as from **08h00** on **08 May 2020** from the offices of the Provincial Treasury, Tyamzashe Building (Old Standard Bank Building), Phalo Avenue, Bhisho.

Tender documents can be downloaded free of charge from National Treasury's e-Tender Portal: <http://www.etenders.gov.za/content/advertised-tenders> or from the Provincial Treasury website: [www.ectreasury.gov.za](http://www.ectreasury.gov.za).

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box: Provincial Treasury; Treasury, Tyamzashe Building (Old Standard Bank Building), Phalo Avenue, Bhisho, not later than **11H00** on **25 May 2020**, when bids will be opened in public.

### **A. BID EVALUATION**

**This bid will be evaluated in three (3) Stages:**

**Stage 1:** Prequalification Stage

**Stage 2:** Administrative Compliance

**Stage 3:** Evaluation on PPPFA

### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:**

Maximum points on price	-	<b>90 points</b>
Maximum points for BBBEE	-	<b>10 points</b>
Maximum points	-	<b>100 points</b>

### **B. BID SPECIFICATIONS, CONDITIONS AND RULES**

- 1) The minimum specifications, and bid conditions and rules are detailed in the bid document.
- 2) The bid invitation is extended to bidders with a manufacturer facility within the Eastern Cape Province only. If a bidder does not have a manufacturing facility in the Eastern Cape Province, such bidder will not be eliminated, but will be required to establish a manufacturing facility within the Eastern Cape within three (3) months.
- 3) The award will be made per item as per the specifications. Bidders reserves the right to tender for more than one item.
- 4) The bid will be valid for a period of **90 days** after the closing date.

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**C. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked **BID NO: SCMO-20/21-002: MANUFACTURE, SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT: (PLASTICS AND CHEMICALS) FOR COVID-19 EMERGENCY AND FUTURE PROCUREMENT TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF TWENTY FOUR (24) MONTHS AS AND WHEN REQUIRED**

**D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

Enquires: <b>Ms Y. Bonase</b> Email Address: <a href="mailto:Yolanda.Bonase@ectreasury.gov.za">Yolanda.Bonase@ectreasury.gov.za</a> Cell No: 071 868 6203 Tel No: <b>040 101 0361</b> Fax No: <b>040 1010 706</b>	Enquires: <b>Mr Z. Bobani</b> Email Address: <a href="mailto:Zilindile.Bobani@ectreasury.gov.za">Zilindile.Bobani@ectreasury.gov.za</a> Cell No: 083 578 9148 Tel No: <b>040 101 0364</b> Fax No: <b>040 1010 706</b>
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### 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.

<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>○ The cover page and the table of content and definitions</li><li>○ Part 1 which details the Conditions of Bid;</li><li>○ Part 2 which details the Conditions of Contract and Operational Requirements;</li><li>○ Part 3 which details the bid strategy</li><li>○ Part 4 which details the Specifications relating to the Personal Protective Equipment</li><li>○ Part 5 which contains all the requisite bid forms and certificates;</li></ul> As read with GCC – <i>General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;
<b>CSD</b>	Centralised Supplier Database



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**STANDARD BID DOCUMENT CHECKLIST COMPLETED BY THE BIDDER**

#	Requirement	Complied	
		YES	NO
A	Invitation to Bid (ECBD1) completed and signed		
B	Proof of registration on Centralised Supplier Database		
C	Pricing Schedule		
D	Declaration of Interest (ECBD 4)		
E	Preferential Points Claim (ECBD 6.1)		
F	Declaration of Past SCM Practices (ECBD 8)		
G	Certificate of Independent Bid Determination (ECBD 9)		
H	JV agreement (if applicable)		
I	Proof of Manufacturing Facility in the Eastern Cape or Letter of Intent – To establish a manufacturing facility within Eastern Cape Province with three (3) months. For example: Proof of Ownership / proof of rental agreement of property / lease agreement / Municipal account		
J	Certificate of conformance as proof of SANS 1853, 490 and VC8054 product compliance (where applicable)		
K	Proof that product is registered with the National Regulator Compulsory Specification (NRCS) where applicable.		
L	Proof of ISO 9001 and certification for plastic products		
M	Samples for each item tendered for		

**Note: Failure to complete, sign and submit**

- ECDB 1; 4; 8 and 9
- I to M (if applicable) as per table above will lead to disqualification.

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## **TERMS OF REFERENCE**

### **MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS PERSONAL PROTECTIVE EQUIPMENT: (PLASTICS AND CHEMICALS) FOR COVID-19 EMERGENCY AND FUTURE PROCUREMENT TO THE EASTERN CAPE GOVERNMENT FOR A PERIOD OF TWENTY FOUR (24) MONTHS AS AND WHEN REQUIRED**

#### **A. PURPOSE**

The purpose of this bid is to establish various period contracts per Region for the manufacturing, supply and delivery of Personal Protective Equipment (PPE) to the Provincial Departments of the Province of the Eastern Cape.

#### **B. BACKGROUND**

- i) The aim of this bid is to address the challenges Departments are facing within the Province of the Eastern Cape with the provision of Personal Protective Equipment in response, but not limited to the COVID-19.
- ii) Only service providers within the Eastern Cape with a manufacturing facility within the Eastern Cape Province are invited to tender. If a service provider does not have a manufacturing facility within the Eastern Cape Province, such a service provider will be given a period, not exceeding three (3) months, to establish such a manufacturing facility in the relevant Region in the Eastern Cape Province.
- iii) Service providers will only be contracted for a particular Region, if the service provider has a manufacturing facility in the particular Region or will establish a manufacturing facility within a specific Region.
- iv) These are the Regions the bid will be divided into and awarded.

<b>CENTRAL REGION</b>	<b>EASTERN REGION</b>	<b>WESTERN REGION</b>
<ul style="list-style-type: none"><li>• Amathole District</li><li>• Buffalo City</li><li>• Chris Hani</li><li>• Joe Gqabi</li></ul>	<ul style="list-style-type: none"><li>• OR Tambo</li><li>• Alfred Nzo</li></ul>	<ul style="list-style-type: none"><li>• Nelson Mandela</li><li>• Sarah Baartman</li></ul>

- v) The Department reserves the right to appoint more than one service provider per Region per item.
- vi) All responsive Service Providers will be appointed per Region they tendered for per item, should there offer for an item be compliant and responsive.

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- vii) If there is no responsive service provider or few responses for a particular region, the Department reserves the right to enter into post tender negotiations with service providers which were appointed at the nearest region at enter into a separate contract, at the negotiated price(s) per the item(s), for the Region where the need exist.
  - viii) The Department will only contract with the Service Provider once the manufacturing facility has been established subject to an in-loco inspection.

**C. CONTRACT UTILIZATION**

- i) If there is no responsive service provider or few responses for a particular region, the Department reserves the right to enter into post tender negotiations with service providers which were appointed at the nearest region.
- ii) Once the contracts have been established for the various Regions, only the contracted service providers will be utilised by placing orders againsts the approved prices, irrespective of the R- Value of the requirement.
- iii) If more than one service provider is appointed per item per Region, orders will be placed against service provider on the contract in the relevant Region as follows:
  - 1) Against the highest point scorer for a specific item.
  - 2) An order may only be placed against a lower scored contractor, when the higher contracted point scorer is unable to deliver the required items within the specified lead time. In this instance, highest point scorers on PPPFA downwards must indicate in writing that they are unable to deliver the required goods.

**D. DELIVERY PERIODS**

- i) Lead time for delivery of goods must not exceed 14 days after the placement of an official purchase order.
- ii) Failure to comply, will lead to the automatic cancellation of the order, unless agreed otherwise with the relevant Department placing the order.
- iii) The relevant Department may due to non-compliance to a delivery period, proceed to obtain the required goods in which ever manner which is to its best advantage. A written notice of cancellation of order will be issued only.

**E. CONTRACT PERIOD**

- i) The Provincial Tresury intends to contract with service providers for a period of twenty-four (24) months from the contract start date as would be agreed.

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- ii) The Provincial Treasury reserves the right to extend the contract or portions thereof, in consultation with the successful bidders for a further period on a month-to-month basis, not exceeding 12 months.

#### **F. GENERAL**

- i) Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- ii) The Bidder will bear all its costs in preparing, submitting and presenting any samples or responses to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Provincial Treasury, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.
- iii) A bidder participates in this bid process entirely at its own risk and cost. The Provincial Treasury shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.
- iv) No bid shall be awarded to a bidder who is not tax compliant.

#### **G. REGISTRATION AS A VAT-VENDOR**

- i) Non-VAT vendors do not have to include VAT in their bid prices, however
- ii) Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- iii) The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- iv) Where a supplier is not a VAT registered at the point of contracting, but registers during the contract period as a VAT-vendor, that supplier must absorb any cost escalations associated with its VAT registration. The contracted price with the supplier will not increase, but will only be deemed a contract price which is inclusive of VAT.

#### **H. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

- i) Should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b).

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## **PART 1**

### **1. OFFER AND SPECIAL CONDITIONS**

- 1.1. Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (ECBD 1) and requisite bid forms attached. Bidders must take careful note of the special conditions.
- 1.2. All bids submitted in reply to this invitation to bid must incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.
- 1.3. 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.

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

- 2.1. The closing time for the receipt of bids in response to this invitation to bid is as per the covering page.
- 2.2. All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 2.3. 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.

### **3. ENQUIRIES**

- 3.1. Should any bidder have any enquiries relating to this invitation to bid, such enquiries must be in electronic format (emails) and may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

### **4. REGISTRATION REQUIREMENTS**

- 4.1. **The bidder must be registered on the CSD before award.**

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## **5. PRICING**

- 5.1** The bidder must submit the bid price for the supplies on the pricing schedule form/s attached. Completed form/s must be submitted together with the bid documents.
- 5.2** 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.

## **6. DECLARATION OF INTEREST**

- 6.1.** The bidder must submit a duly completed and signed declaration of interest (ECBD 4) together with the bid.

## **7. PARTNERSHIPS AND LEGAL ENTITIES**

- 7.1.** In the case of the bidder being a partnership, close corporation or a company all certificates 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 must be submitted on the form attached.

## **8. CONSORTIA/JOINT VENTURES**

- 8.1.** It is recognized that bidders may wish to form consortia to provide the Goods.
- 8.2.** A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
  - 8.2.1.** It shall be signed so as to be legally binding on all consortium members;
  - 8.2.2.** 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;
  - 8.2.3.** The lead member shall be the only authorized party to make legal statements, communicate with Provincial Treasury and receive instructions for and on behalf of any and all the members of the consortium;
  - 8.2.4.** A copy of the agreement entered into by the consortium members must be submitted with the bid.

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## **9. PREFERENCE POINTS CLAIM FORMS**

- 9.1.** 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.

## **10. VALIDITY**

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

## **11. ACCEPTANCE OF BIDS**

- 11.1.** The State, the Eastern Cape Provincial Government, and the Provincial Treasury (as the case may be) 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 Eastern Cape Provincial Government, or the Provincial Treasury, (as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, or the Provincial Treasury, (as the case may be) considers to be of minor importance and not complied with by the bidder.

## **12. NO RIGHTS OR CLAIMS**

- 12.1.** 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 Provincial Treasury. The State, the Eastern Cape Provincial Government, and the Provincial Treasury (as the case may be) 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.
- 12.2.** Neither the State, the Eastern Cape Provincial Government, the, the Provincial Treasury, 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 howsoever incurred by bidders in connection with or arising out of the bid process.

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### **13. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- 13.1.** 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 Provincial Treasury.
- 13.2.** 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.

### **14. ACCURACY OF INFORMATION**

- 14.1.** The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Provincial Treasury 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.
- 14.2.** 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.

### **15. COMPETITION**

- 15.1.** 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.
- 15.2.** 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.
- 15.3.** 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.
- 15.4.** Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.



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## **16. RESERVATION OF RIGHTS**

- 16.1.** Without limitation to any other rights of the Provincial Treasury (whether otherwise reserved in this invitation to bid or under law), the Provincial Treasury expressly reserves the right to:-
  - 16.1.1.** 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;
  - 16.1.2.** Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
  - 16.1.3.** Reject all responses submitted by bidders and to embark on a new bid process.

## **17. LEGISLATIVE FRAMEWORK**

- 17.1.** This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The 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.

## **18. GENERAL PROVISIONS**

- 18.1.** The application form is to be completed by the duly authorised person
- 18.2.** Respondents must be manufacturers with an existing manufacturing facility within the Eastern Cape Province.
- 18.3.** Bidders must be manufactures with a manufacturing facility within the Eastern Cape Province. Bidders must provide proof of Manufacturing Facility in the Eastern Cape with the bid at the closing date and time.
- 18.4.** If a respondent is a manufacturer, but does not have an existing facility in the Eastern Cape Province, such a respondent will be provided a period of not exceeding three (3) months to set up a manufacturing facility with the Eastern Cape Province.
- 18.5.** If a respondent does not have a manufacturing facility in the Eastern Cape, a letter of intent to open a manufacturing facility within the Eastern Cape Province must be submitted with the response on the closing date and time.
- 18.6.** All responents' tax matters must be in order prior award. Tax matters will be verified through the CSD.
- 18.7.** The awards will be per item per Region.
- 18.8.** Provincial Treasury reserves the right to conduct in-loco inspections to validate the submitted information.

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- 18.9.** There are no estimated volumes, orders will be placed as and when required;
- 18.10.** The bid will be awarded per item per region namely Central Region, Eastern Region and Western Region, based on the manufacturing facilities of a respondent.
- 18.11.** Respondents are required to submit offers only for items that they are able to manufacture within a particular Region.
- 18.12.** The Provincial Treasury reserves the right to exclude any respondent from the bidding process who has been found guilty of a serious breach of law during the preceding five (5) years, including but not limited to breaches of the Competition Act 89 of 1998.
- 18.13.** Furthermore, the Bid Evaluation Committee reserves the right to visit the bidder's production facility and /or workshop and/or office premises during the bid evaluation process. The outcome thereof will form part of the evaluation outcome.
- 18.14.** Reservation of right to award to more than one bidder per region.
- 18.15.** The Provincial Treasury does not bind itself to accept the lowest offer or any offer and reserves the right to accept the bid in whole or part
- 18.16.** The Provincial Treasury may accept or reject any response and may cancel the entire process or reject all responses at any time before the formation of a contract.
- 18.17.** The Provincial Treasury shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 18.18.** The Bidder will bear all its costs in preparing, submitting and presenting any samples or responses to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Provincial Treasury, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.
- 18.19.** A bidder participates in this bid process entirely at its own risk and cost. The Provincial Treasury shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.
- 18.20.** Responses which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- 18.21.** Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Provincial Treasury for purposes of preparation of the response or for the duration of the execution of this contract or any part thereof

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## **19. SUBMISSION OF SAMPLES**

- 19.1.** Respondents are required to submit samples for each item they submit an offer on or before the closing date and time at the address indicated in the bid document. Failure to comply, will result in the bidders offer not been considered.
- 19.2.** Samples should be clearly marked with the bidders name and the bid number included.
- 19.3.** Samples will be at the bidders expense and the expenses are not refundable .
- 19.4.** Samples must be provided at the bidders own cost, for the item/s they are responding **to on or before the closing date and time** in Provincial Treasury Supply Chain Management Unit, Tyamzashe, Old Standard Bank, Bhisho, Contact person: Yolanda Bonase/Zilindile Bobani.
- 19.5.** The Department reserves a right to have a sample tested at any given time.
- 19.6.** Where a contract is awarded on the grounds of evaluation of a representative sample, such sample is kept for the contract period and is regarded as the contract sample.
- 19.7.** Deliveries are then compared with it in order to ensure that the quality does not deteriorate. However, if it does not correspond exactly with the contract sample, the consignment must be rejected and the contractor requested to remove and replace it immediately.
- 19.8.** In the case that a bidder is unsuccessful, such a sample will returned to the bidder on request. Expenses for returns will be for the bidder.

## **20. SUBMISSION OF CERTIFICATES OF CONFORMITY**

- 20.1.** A certificate of conformity must be submitted for each item (where applicable) offer as per the specifications. Failure to comply will lead to non-consideration of the offer submitted for the relevant item .
- 20.2.** Certificates (where applicable) must be submitted with the bid at the closing date and time.
- 20.3.** Shortlisted or responsive bidders will be granted an opportunity to provide applicable certifications of conformity. Contracting or procurement (ie. Issuing of purchase orders) will only be done after minimum standard requirements have been met.

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

- 21.1.** The closing time for the receipt of bids in response to this invitation to bid is as per the covering page.
- 21.2.** All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 21.3.** 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.

## **22. ENQUIRIES**

- 22.1.** Should any bidder have any enquiries relating to this invitation to bid, such enquiries must be in electronic format (emails) and may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

## **23. EVALUATION CRITERIA**

**Please note that all bidders will be evaluated as follows.**

### **23.1. STAGE 1: Pre-qualifying stage**

**The following criteria shall apply:**

- 23.1.1.** Bidders must be manufacturers with an existing manufacturing facility within the Eastern Cape. Bidders must provide proof ( for example Proof of Ownership / proof of rental agreement of property / lease agreement / Municipal account) of the manufacturing facility in the Eastern Cape with the bid at the closing date and time which will be subject to an in-loco inspection.
- 23.1.2.** If a respondent is a manufacturer but does not have an existing manufacturing facility in the Eastern Cape Province, such a respondent will be provided a period of not exceeding three (3) months to set up a manufacturing facility with the Eastern Cape Province. If a respondent is not a manufacturer in the Eastern Cape, a letter of intent to open a manufacturing facility within the Eastern Cape Province which must be submitted with the response on the closing date and time.
- 23.1.3.** A bidder must provide with the bid at the closing date and time a letter from his/her manufacturer as proof of manufacturing in the Eastern Cape or letter of intent to set up a manufacturing facility in the Eastern Cape Province.
- 23.1.4.** Bidders are required to produce and submit samples for each item they offer.
- 23.1.5.** A sample to be provided in line with the specification (Failure to reach 100% compliance will render the offer for the relevant item(s) non-responsive).

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- 23.1.6.** Samples and the actual product must be labelled and package as determined by National Regulator Compulsory Specification (NRCS)
- 23.1.7.** Provincial Treasury reserves the right to conduct in-loco inspections to validate the submitted information and verify the existence of the manufacturing Facility.
- 23.1.8.** A certificate of conformity must be submitted for each item (where applicable) offer as per the specifications. Failure to comply will lead to non-consideration of the offer submitted for the relevant item .
- 23.1.9.** Certificates (where applicable) must be submitted with the bid at the closing date and time.
- 23.1.10.** For chemical products: The bidder will be required to submit a certificate of conformance as proof of SANS 1853, 490 and VC8054 product compliance.
- 23.1.11.** For plastic products: The bidder will be required to submit proof of ISO 9001 and certification.

**23.2. STAGE 2: Administrative Compliance**

**The following criteria shall apply:**

- 23.2.1.** The standard bid documentation has been completed comprehensively and correctly and submission of listed returnable documents
- 23.2.2.** The Invitation to Bid (ECBD1) must be completed and signed
- 23.3.** Pricing Schedule must be completed. Respondents reserves the right not to submit offers for all items.
- 23.3.1.** Declaration of Interest (ECBD 4) must be completed and signed.
- 23.3.2.** Declaration of Past SCM Practices (ECBD 8) must be completed and signed
- 23.3.3.** Certificate of Independent Bid Determination (ECBD 9) must be completed and signed.
- 23.3.4.** In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.

**23.4. STAGE 3: Evaluation on PPPFA**

**The following criteria shall apply:**

- 23.4.1.** In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 90/10 preference points system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 90 points)

- 
- B-BBEE status level of contributor (maximum 10 points)

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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- 23.4 Maximum points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:
- 23.5 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy or a Sworn Affidavit attached in case of an Exempted Micro Enterprise or Qualifying Small Enterprise as per revised BBEE codes of good practice thereof at the closing date and time of the bid in order to claim the B-BBEE status level points. **Failure to submit the above requested documents no preference points will be allocated.**
- 23.6 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 23.7 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984) (Act no 69 of 1984) or an accredited verification agency or a Sworn Affidavit will be considered for preference points.
- 23.8 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 23.9 The total points scored will be rounded off to the nearest 2 decimals.
- 23.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 23.11 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest points on functionality.
- 23.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 23.14 Shortlisted bidders will be subject to inloco inspection prior to award to verify the location of the operations.
- 23.15 Provincial Treasury reserves the right to call the for sampling at any time during the life of this contract. All the costs will be borne by the bidder.

## **24 PLACEMENT OF ORDERS AND PAYMENTS**

- 24.1 Service Providers should note that each individual purchasing department is responsible for generating the order(s) as well as the payment (s) thereof.

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## **25 DELIVERY**

### **25.1 Delivery Adherence**

- 25.1.1** Delivery can only commence upon receipt of an original signed order form from the relevant department.
- 25.1.2** Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing department.
- 25.1.3** All invoices should be delivered/ posted to reach the department that placed the order timeously.
- 25.1.4** The invoice should be original and complete with all particulars such as order numbers and accompanied by proof of delivery.
- 25.1.5** All deliveries or dispatches must be accompanied by a delivery note stating the official order number.
- 25.1.6** In respect of item awarded to them, Service Providers must strictly adhere to the delivery lead times quoted in their bids.
- 25.1.7** Delivery not complying with the order forms will be returned to the Service Provider at the Service Provider's expense.
- 25.1.8** Delivery time to the Department stores is weekdays from 09h00 to 15h00.
- 25.1.9** Delivery lead time from the receiving of a Purchase order must not exceed the indicated lead time in Annexure 1 or a negotiated period betweenm the bidder and the purchasing entity.



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## PART 2

### Conditions of Contract and Operational Requirements

#### 1. CONTRACT

The contract for the supply and delivery of the required items in terms of this bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the executing Department for a period of 24 months with an option to extend for a further period of 12 months.

#### 2. PAYMENTS

- 2.1 The bidder's bid prices shall be firm for 12 months from the date of appointment. Price adjustment will be granted for the remainder of the contract where applicable. The escalation will be based on the prevailing Consumer Price Index (CPI) with based month the closing month of the bid.

The following tables will be utilized:

Table A - Consumer Price Index: Main indices; All items (CPI Headline)

Using the following formula:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming consignment or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the client department disputes the correctness, nature, extent or calculation of any payments to Service Provider in terms of the contract, the client

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department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

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

- 3.1 The Client department's operational requirements.** The Service Provider shall, in the provision of the required goods, have due regard to the operational requirements of the client department and other parties occupying or operating from the relevant department and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 Problem identification and reporting.** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the client department

### **4. 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 lifetime of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the client department.

### **5. SERVICE LEVEL AGREEMENT**

It is recorded that the Provincial Treasury 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.

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## **6. PERFORMANCE MEASUREMENT PROVISIONS**

### **6.1 Introduction.**

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement.

### **6.2 Compliance.**

For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined:-

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

**6.3 Records.** Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Provincial Treasury upon request.

### **6.4 Measurement of performance**

- Periodic checks: Provincial Treasury and/or its appointed Support Manager shall carry out periodic checks (the intervals to be determined by Provincial Treasury) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by Provincial Treasury. Bi-monthly performance evaluation meetings will be held at Provincial Treasury offices together with client Departments.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by Provincial Treasury, its appointed Client departmental official, or any other party shall be given proper and speedy consideration by Service Provider. Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Provincial Treasury.
- User satisfaction survey: A user satisfaction survey shall be conducted by Provincial Treasury at such intervals as Provincial Treasury 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.

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

## **7. 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.

## **8. LOSS AND DAMAGE**

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

## **9. PENALTIES**

### **a) For late Delivery**

Should the Service Provider fail to deliver the required goods by the stipulated date in the contract/purchase order, or such extended date(s) as may be allowed by client department, he/she shall pay the Client Department penalties in terms of the conventional Penalties Act.1962 as amended.

### **b) Poor Quality**

If there are defects on the product supplied by the bidder the service provider will replace the product at no additional cost to the client Department.

Item	Penalty		
	First non-conformance Penalty	Second non-conformance Penalty	Third non-conformance Penalty
Late delivery of order goods as per timelines stipulated in the contract	0.5%	1%	1.5%
Late delivery of ordered goods as per extended timelines	1%	2%	3%

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Poor quality	3%	5%	10%
Wrong item	5%	7%	10%

## DISCLAIMERS

Bidders are hereby advised that the Eastern Cape Government is not committed to any course of action as a result of its issuance of this bid and/or its receipt of Proposals. In particular, please note that Eastern Cape Government reserves the right to:

- modify the bid's Goods and request Respondents to re-bid on any such changes;
- reject any bids which does not conform to instructions/conditions and specifications which are detailed herein;
- disqualify bids submitted after the stated submission deadline closing date and time; not necessarily accept the lowest priced bid or an alternative bid;
- reject all bids, if it so decides;
- withdraw the bid on good cause shown,
- award a contract in connection with this bid any time after the bid's closing date;
- award a contract for only a portion of the proposed Goods which are reflected in the scope of this bid;
- split the award of the contract between more than one Manufacturer; or
- make no award of a contract.



Province of the  
**EASTERN CAPE**  
PROVINCIAL TREASURY

**PART 3**

**Specifications and Pricing Schedule**

**(Refer for detailed specifications to the National Treasury Pricing Schedule )**

Item	No.	Description	Unit Measure	National Treasury's Price	Bidders Price (Inclusive of Vat and all levies)	Reason for Vaiation to Price (Motivation maybe provided on a separate page)
Aprons	1.	Disposable plastic Full Body Dimension: L 120 -150cm; W 70-90cm Weight: 300mg2 Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	N/A		
	2.	Re-usable Heavy duty PVC – Blood and Fate one size fits all cotton twill tape neck and back straps. Heat pressed eyelets for extra strength. Dimension: L 120 – 150cm; W 70-90cm Weight: 300mg2 Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R2.97		
Disinfectants and Hand Sanitisers (Sanitizer, with not less than 70% alchohol must comply to WHO-recommended	3.	Chlorhexidine Gluconate 0.5% and Alcohol 70% Solution without Emollient; as per SANS 1853, 490 and VC8054 and registered with the National Regulator Compulsory Specification (NRCS). Size: 500ml Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R46.37		
	4.	Chlorhexidine Gluconate 0.5% and Alcohol 70% Solution with Emollient; as per SANS 1853, 490 and VC8054 and registered with the National Regulator Compulsory Specification (NRCS).	Each	R183.60		

Item	No.	Description	Unit Measure	National Treasury's Price	Bidders Price (Inclusive of Vat and all levies)	Reason for Vaiation to Price (Motivation maybe provided on a separate page)
handrub formulations)		Refer to detailed specifications as per National Tresury Pricing Schedule Specifications				
	5.	Chlorhexidine Gluconate and Alcohol Solution 0,5% and 70%; as per SANS 1853, 490 and VC8054 and registered with the National Regulator Compulsory Specification (NRCS). Size: 5 Litre Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R327.27		
	6.	Chlorhexidine Gluconate and Alcohol Solution 0,5% and 70%; as per SANS 1853, 490 and VC8054 and registered with the National Regulator Compulsory Specification (NRCS). Size: 20 Litre Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R1309.09		
	7.	Chlorhexidine Gluconate and Alcohol Solution 0,5% And 70%; as per SANS 1853, 490 and VC8054 and registered with the National Regulator Compulsory Specification (NRCS). Size: 25 Litre Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R 1 635.45		
Bags	8.	Bio-hazard :Bright Red colour PP bags are easy to open and are used to dispose used in Micro tips,Tubes and other plastic products,made of 60 micron /240 gauge thickness. Refer to detailed specifications as per National Tresury Pricing Schedule Specifications	Each	R1.30		
Containers	9.	250ml plastic spray bottle with spray nozzle.	Each	R22.03		
	10.	500ml plastic spray bottle with spray nozzle.	Each	R24.30		
	11.	1L plastic spray bottle with spray nozzle.	Each	N/A		
	12.	5L plastic bottle with spray nozzle.	Each	N/A		

Item	No.	Description	Unit Measure	National Treasury's Price	Bidders Price (Inclusive of Vat and all levies)	Reason for Vaiation to Price (Motivation maybe provided on a separate page)
	13.	20L plastic container with spray nozzle.	Each	N/A		
	14.	25L plastic container with spray nozzle.	Each	N/A		
	15.	Backpack pressure spray Size :16 L fine mist nozzle.	Each	N/A		
Liquid anti-bacterial hand soap	16.	Liquid anti-bacterial hand soap in 25 liter containers	Each	N/A		
Face Shields	17.	<p>Face Shield (Visor) FULL FACE WITH HEAD OR FACE ONLY Must be optically clear, must be resistant to fogging and adjustable head band. Poly carbonate minimum 2 mm thick clear face shield that is optical and colour distortion free with dielectric protection. It must not promote fatigue to the user</p> <ul style="list-style-type: none"> <li>• Minimum lens dimensions: - <ul style="list-style-type: none"> <li>o Visor width 365 mm</li> <li>o Visor Height 225 mm</li> </ul> </li> </ul> <p>Visors and Eye Shields/safety glasses must conform to:</p> <ul style="list-style-type: none"> <li>• BS EN 166:2002, ANSI Z87.1-2010</li> </ul> <p>Washable to be used for prolonged periods as it does not create distortion or fatigue</p> <p>No colour distortion</p>	Each	R108.00		
	18.	<p>Faceshields: Double-sided antifog, anti-static, no glare lense, 0,5mm - 1mm polyethylene terephthalate (PET) only. Optically clear, excellent visibility while protecting the face and the neck, distortion free and</p>	Each	R108.00		



Item	No.	Description	Unit Measure	National Treasury's Price	Bidders Price (Inclusive of Vat and all levies)	Reason for Vaiation to Price (Motivation maybe provided on a separate page)
		<p>must wrap around the face with no pressure on temples and the frame must be adjustable to fit all sizes, the head frame which hold the shield must be away from face.</p> <p>EU PPE Regulation 2016/425</p> <p>EN 166</p> <p>ANSI/ISEA Z87.1 or equivalent</p> <p>Refer to detailed specifications as per National Tresury Pricing Schedule Specifications</p>				

The National Treasury indicated prices above are based on the current market condition and subject to change.

**Bidders to take note of the following:**

- All items must comply to the minimum prescribed specifications as per National Treasury and WHO.
- No bidder will be awarded a relevant item, if a sample is not submitted with the bid for the relevant item
- No bidder will be awarded a item, if a “Certificate of Conformity” is not submitted with the bid for the relevant item
- Only offers for prices equal or lower than the specified prices of National Treasury: COVID-19 Personal Protective Equipment Price List (where applicable) will be considered
- Where a bidder is unable to provide an offer equal or lower than the price specified in the National Treasury: COVID-19 Personal Protective Equipment Price List, a motivation must be submitted for consideration by the Provincial Treasury. The Provincial Treasury reserves the right not to accept such an offer.
- For cloth masks, only suppliers registered with the Small Business Development and the CSD will be considered

**Enquiries:**

Technical Specification: Mr Z. Bobani on (040) 1010 364 E-mail: [zilindile.bobani@ectreasury.gov.za](mailto:zilindile.bobani@ectreasury.gov.za)

Bid Procedures: Ms Y. Bonase on (040) 1010 361 E-mail: [yolanda.bonase@ectreasury.gov.za](mailto:yolanda.bonase@ectreasury.gov.za)

## NATIONAL TREASURY PRICE LIST

Product	Product description	WHO standards / description	Pack size		Unit Price per single item (Incl. VAT)	Price per Unit of Measure (Incl. VAT)
Surgical Mask - Patient	Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLV), good breathability, internal and external faces should be clearly identified Type I, with ear loops or tie on	- EN 14683 any type including Type I - ASTM F2100 minimum level 1 or equivalent	Box of 50 pieces		R10,22 per mask	R511,00 per box of 50 pieces
Surgical Mask - Health Care Worker	Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLV), good breathability, internal and external faces should be clearly identified Type II or higher, with ear loops or tie on	- EU MDD Directive 93/42/EEC Category III or equivalent - EN 14683 Type II, IR, IIR - ASTM F2100 minimum level 1 or equivalent	Box of 50 pieces	Only Health departments may procure this item	R12,48 per mask	R624,00 per box of 50 pieces
Mask Respirator	N95 or FFP2 - Mask Respirator / Dust Mask, or higher. Good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped)	- Minimum "N95" respirator according to FDA Class II, under 21 CFR 878.4040, and CDC NIOSH, or - Minimum "FFP2" according to EN 149, EU PPE+ Regulation 2016/425 Category III, or equivalent	Box of 10 Pieces		R37,80 per mask	R378,00 per box of 10 pieces
Apron	Straight apron with bib, Fabric: 100% polyester with PVC coating, or 100% PVC, or 100% rubber, or other fluid resistant coated material. Waterproof, sewn strap for neck and back fastening. Minimum basis weight: 300 g/m2, Covering size: 70 - 90 cm (width) x 120 - 150 cm (height). Reusable (provided appropriate arrangements for decontamination are in place)	- EN ISO 13688 - EN 14126-B and partial protection (EN 13034 or EN 14603) - EN 343 for water and breathability or equivalent	Box of 100 Pieces		R2,97 per Apron	R297,00 per box of 100 Apron
Eye Protection	Goggles Good seal with the skin of the face, flexible PVC frame to easily fit with all face contours with even pressure, enclose eyes and the surrounding areas, accommodate wearers with prescription glasses, clear plastic lens with fog and scratch resistant treatments, adjustable band to secure firmly so as not to become loose during clinical activity, indirect venting to avoid fogging. May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.	- EU PPE Regulation 2016/425 - EN 166 - ANSI/ISEA Z87.1 or equivalent	Each		R100,44 per each	R 100,44 per each
Visor / Face Shield	Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snugly against the forehead, fog resistant (preferable). Completely cover the sides and length of the face. May be re-usable (made of robust material which can be cleaned and disinfected) or disposable.	- EU PPE Regulation 2016/425 - EN 166 - ANSI/ISEA Z87.1 or equivalent	Each		R108,00 per each	R108,00 per each
Gowns	Isolation gown Protective 3- layers of spunbond meltblown spunbound fabric (Top layer of spunbound polypropylene, a middle layer of meltblown polypropylene and a bottom layer of meltblown polypropylene for light fluid contact and contact isolation, elastic cuff, Tape-tab neck closure, Tie waist, Non Sterile Dimensions: Large Length: (from shoulder to hem) 116cm Sleeve length: (from shoulder to wrist) 56cm Belt length: 167cm; Belt Width: 5cm; Belt place: (neck to top of belt) 38cm	- EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC - FDA Class I or II medical device, or equivalent - EN 13795 any performance level, or - AAMI PB70 all levels acceptable, or equivalent	Each		R113,40 per each	R113,40 per each
Gowns	Gown, surgical, non-woven polypropylene body+ 54g/m sleeves + 66g/m. Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint free, non flammable, Bacteria barrier efficiency, to comply with SANS 53793, Compliance certificate to be submitted, Sterile, individual double peel packed	- EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC - FDA Class I or II medical device, or equivalent - EN 13795 any performance level, or - AAMI PB70 all levels acceptable, or equivalent	Each	Only Health departments may procure this item	R133,00 per each	R133,00 per each
Coveralls	Protective cover bodysuits, disposable MEDIUM, LARGE, X-LARGE, XX-LARGE, 3X LARGE	Tunic/tops, woven, scrubs, reusable or single use, short sleeved (tunic/tops), worn underneath the coveralls or gown. Trouser/pants, woven, scrubs, reusable or single use, worn underneath the coveralls or gown	Each		R286,20 per coverall	R286,20 per coverall
Boot Covers	Overshoe, non-woven, single use. To be made from durable, water-repellent, opaque material Seam free under sole. Elasticated opening. Suitable for all size shoes		Box of 100 pieces		R1,30 per one boot cover	R130,00 per box of 100 pieces
Digital Thermometer	Digital Body Thermometer INFRARED NON CONTACT		Each		R2527,20 per each	R2527,20 per each
Sanitisers and Disinfectants	Sanitizer, with not less than 70% alcohol must comply to WHO-recommended handrub formulations		Litre		R183,60 per litre	R186,60 per litre
Biohazard bags	Bright red colour PP bags are easy to open and are used to dispose used Micro tips, Tubes and other plastic products.	Disposal bag for bio-hazardous waste, 30x30cm, with "Bio Hazard" print, autoclavable polypropylene. 30 or 70 micron thickness	Each	Only Health departments may procure this item	R1,30 each	R1,30 each



## NATIONAL TREASURY PRICE LIST - CONTINUE

Body Bags	Manufactured from 280 micron reinforced PVC, both ends are stitched and sealed to prevent any leakage. There must be 3 handles on each side with a full length curved zip, all handles must be box stitched using Polycotton Corespun Polished 36 Tex thread, and box stitching dimensions are all 4cm x 3cm. The dimensions are as follows: Length: 2.4 METERS Width: 1 METER, Zip: 1.8 METERS, Sizes:(Child, Small, Medium, Large, Extra-large)		Each	Only Health departments may procure this item	R210,60 per bag	R210,60 per bag
Examination Gloves, non-sterile	Gloves, examination, nitrile, powder-free, non-sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.	<ul style="list-style-type: none"> <li>• EU MDD Directive 93/42/EEC Category III</li> <li>• EU PPE Regulation 2016/425 Category III</li> <li>• EN 455</li> <li>• EN 374</li> <li>• ANSI/ISEA 105,</li> <li>• ASTM D6319, or equivalent</li> </ul>	Box of 100 gloves		R0,46 per single glove	R46,44 per box of 100 pieces
Gloves, examination or surgical, sterile	Gloves - surgical or examination - nitrile, powder-free, sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.	<ul style="list-style-type: none"> <li>• EU MDD Directive 93/42/EEC Category III,</li> <li>• EU PPE Regulation 2016/425 Category III,</li> <li>• EN 455,</li> <li>• ANSI/ISEA 105,</li> <li>• ASTM D6319 or equivalent</li> </ul>	Box of 100 gloves	Only Health departments may procure this item	R5,78 per single glove	R577,37 per box of 100 pieces
Cloth Mask	Mask - 2 layers of fabric (As per the DTIC guidelines & Specifications		Each		R20,00 per each	R20,00 per each
	Mask - 3 layers of fabric (As per the DTIC guidelines & Specifications		Each		R25,00 per each	R25,00 per each

## **RESOLUTION FOR SIGNATORY**

### **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form, or on company letter Head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means:  (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed arears; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above;
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

4. The contents of this statement are to the best of my knowledge a true reflection of the facts.

5. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed arears; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”



I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above;
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
  - \_\_\_\_\_
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

6. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
7. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder 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 **YES / NO**

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?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**  
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?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
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.**

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

**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of

the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>



Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE: .....  
ADDRESS .....  
.....  
.....

**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.**

Item	Question	Yes	No
4.1	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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <b>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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> 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. disregards 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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 A  
Government Procurement  
General Conditions of Contract**

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**Annexure A**

**NOTES**

The purpose of this document is to:

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

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

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

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### **General Conditions of Contract**

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

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in

compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers) 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**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 specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

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

## **7. Performance**

### **Security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider 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 is 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 specifications 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 specifications) 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 subservice provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.



- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

**duties and rights**

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

## **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34. Prohibition**

**of Restrictive  
practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)