

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	SCMU3-26/27-0008-HO	<b>CLOSING DATE:</b>	31 <sup>st</sup> JULY 2026	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF NURSES' UNIFORMS TO THE EASTERN CAPE DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE SUBMITTED VIA ONLINE SUBMISSION ON E-TENDER PORTAL</b>					
<b>BID WILL CLOSE ON EPORTAL</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Noluvuyo Ndabula		CONTACT PERSON	Ms Noluvuyo Ndabula	
TELEPHONE NUMBER	067 429 0896		TELEPHONE NUMBER	067 429 0896	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	noluvuyo.ndabula@echealth.gov.za		E-MAIL ADDRESS	noluvuyo.ndabula@echealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE SUBMITTED ONLINE VIA E-TENDER PORTAL SYSTEM.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....





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

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

DATE: .....

**DOCUMENT CONTROL SHEETS**

**SCMU3-26/27-0008-HO: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF NURSES' UNIFORMS TO THE EASTERN CAPE DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS**

<b>REVISION</b>			
<b>DRAFTED BY</b>	<b>DATE: 15/06/2026</b>	<b>NAME: MS N.NDABULA</b>	<b>SIGNATURE:</b> 
<b>REVIEWED BY</b>	<b>DATE: 22/06/2026</b>	<b>NAME: MS T.NOTSHE</b>	<b>SIGNATURE</b> 
<b>APPROVED SPECIFICATION COMMITTEE BY:</b>	<b>DATE: 22/06/2026</b>	<b>NAME: MS B.PLAATJIES</b>	 <b>SIGNATURE:</b>
<b>ADVERT APPROVED BY:</b>	<b>DATE:</b>	<b>NAME: MS C. MGIJIMA</b>	<b>SIGNATURE</b> 

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## 2. DEFINITIONS

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

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

<b>ECDoH</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<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 Specification relating to the Technology / Services</li><li>○ Part 5 which contains all the requisite bid forms and certificates;</li></ul> <i>As read with GCC–General Conditions of Contract</i>
<b>Goods</b>	means the requirements 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;

**PART 1**  
**Conditions of Bid**

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

The Department intends to engage suitably qualified suppliers for manufacture, supply and delivery of nurse uniforms in the Eastern Cape Department of Health Offices and institutions for a period of 36 months

**2. REQUIREMENTS AND SPECIAL CONDITIONS**

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

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

- 3.1** All bids must be received on or before the closing time and date stipulated below. Please note, this bid will close electronically on the e-tender platform which makes provision for the electronic submission of bids (<https://www.etenders.gov.za/>).

Responses for this bid must be uploaded on the e-tender portal on or before 11.00 hours on the **31<sup>st</sup> July 2026**.

- 3.2** All bids must be submitted online via e-tender portal on the closing date. **(If bidder experience difficulties on e-Submission please contact: 012 406 9229 /012 406 9222 or email [etenders@treasury.gov.za](mailto:etenders@treasury.gov.za))**

**GUIDE: HOW TO SUBMIT A RESPONSE ON ETENDERS PORTAL**

**1. Introduction**

This guide provides step-by-step instructions for suppliers on how to prepare and submit an electronic tender (e-Submission) through the **National Treasury eTenders Portal** ([www.etenders.gov.za](http://www.etenders.gov.za)). Information is based on the official **E-Submission User Manual for Suppliers**.

## 2. Accessing the eTenders Portal

### 2.1 Log In

1. Visit **https://www.etenders.gov.za**
2. Click **Login** → **Supplier Login**
3. Enter your **CSD-registered email address** and **CSD password**
4. Complete the **CAPTCHA**
5. Click **Log in**

## 3. Finding a Tender Opportunity

### 3.1 Browse Opportunities

1. From the main dashboard, click **Browse Opportunities**
2. Select **Currently Advertised**
3. Look for the tender you want to apply for
4. Click the **“+” icon** to expand details

### 3.2 Access Tender Details

- Expanded view will show full tender information and documents
- Click **Start e-Submission Process** to begin your application

## 4. Starting the e-Submission Process

### 4.1 Select Supplier Profile

1. Under **Select Supplier**, choose the correct supplier number (from your CSD registrations)
2. Click **Start Response**

## 5. Uploading Required Documents

### 5.1 Follow the Submission Checklist

A **Submission Checklist** will appear on the right side. Every item must be fully uploaded and marked before submission.

### 5.2 Uploading Files

1. Click **Select Files** or **Drag & Drop** documents into their respective boxes
2. Upload each required document according to its heading (e.g., SBD forms, pricing schedule, technical proposal)
3. Click **Confirm & Proceed** once all files are uploaded
4. **Important: Only one file per item is allowed — uploading another replaces the previous one.**

## 6. Submitting the Tender Response

### 6.1 Confirm Completion

- Ensure all checklist items are **ticked**
- If any remain blank, your submission will stay in **Pending** status

### 6.2 Final Submission

1. Click **Submit Now**
2. A confirmation popup will appear showing **successful submission**
3. Your status will change to **Submitted**

## 7. Common Issues & Troubleshooting

### 7.1 Checklist Not Completed

- One or more mandatory documents were not uploaded
- Return to the checklist and upload missing files

### 7.2 Upload Errors

- Ensure individual documents are not too large
- Upload attachments one at a time as required

### 7.3 Cannot Log In

- Use your **CSD account details**
- Contact the eTenders helpdesk if the reset process fails


## 8. Best Practices for a Successful Submission

- **Read all tender documents thoroughly** before preparing your bid
- Download all attachments from the tender details section
- Ensure all SBD forms are fully completed and signed
- Use the correct supplier number linked to your CSD registration
- Submit well **before the closing date** to avoid last-minute issues

## 9. Support & Contact Details

For portal issues or login problems, contact:

### eTenders Contact Centre

 012 406 9222 / 012 406 9229 / 012 312 5000

 [etenders@treasury.gov.za](mailto:etenders@treasury.gov.za)

**Bidders must note the following document upload on e-tender portal e-submission:**

**Returnable 1: Completed and signed bid document**

**Returnable 2: Mandatory requirements**

**Returnable 3: Reference letters**

**Returnable 4: Company Profile**

**Returnable 5: CV's -Staff**

**Returnable 6: Pricing Schedule**

**Returnable 7: Audited Financial Statements/Proof of Credit Facility/ Letter of Financial Support**

**Returnable 8: SBD 6.2. Forms: Local Content Declaration (Annexures C,D& E)**

#### **4. ENQUIRIES**

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

#### **5. COMPULSORY BID BRIEFING**

A Virtual Compulsory Bid Briefing session will be held on the **03<sup>rd</sup> July 2026** at 11h00. **Bidders who failed to join the briefing session will be disqualified. Below is the link for the briefing session.**

<https://teams.microsoft.com/meet/322599414845003?p=Y4ojC6uEpr4h4nXLMR>

**Meeting ID: 322 599 414 845 003**

**Passcode: ED6U3qD9**

#### **6. PRICING**

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

6.2 Prices shall be firm for the first year and must include all applicable taxes. Price adjustment will be applied on the second year.

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

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

#### **7. DECLARATION OF INTEREST**

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

## **8. QUALIFICATIONS OF BIDDERS**

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

## **9. PARTNERSHIPS AND LEGAL ENTITIES**

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

## **10. CONSORTIUM/JOINT VENTURE**

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

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

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

10.2.2. 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;

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

**10.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.**

## **11. ORGANISATIONAL PRINCIPLES AND METHODOLOGY STATEMENT**

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

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

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

## **13. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J. (Financial statements for the last (recent) three years)

**14. PREFERENCE POINTS CLAIM FORMS**

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

**15. VALIDITY**

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

**16. ACCEPTANCE OF BIDS**

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

**17. NO RIGHTS OR CLAIMS**

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

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

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

18.1 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 ECDoH.

18.2 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.

## **19. ACCURACY OF INFORMATION**

- 19.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 19.2 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.

## **20. COMPETITION**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **21. RESERVATION OF RIGHTS**

- 21.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 21.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 21.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 21.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 21.5 Either evaluate the bid on the basis of 80/20 preference point system if the total bid estimate or all bids received are below or equal to R50 million inclusive of Vat, or 90/10 preference point system if the bid estimate or bids received exceed R50 million inclusive of Vat.
- 21.6 Award the bid to more than one bidder.

## 22. LEGISLATIVE FRAMEWORK

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.

## 23. EVALUATION CRITERIA

The bid will be evaluated as follows:

### EVALUATION STAGES

1. Stage 1: Administrative Compliance
2. Stage 2: Mandatory Compliance
3. Stage 3: Functionality
4. Stage 4: Price and Specific Goals

Evaluation will be conducted into the following stages:

### 23.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

The following criteria shall apply:

- The bid documentation must be **completed comprehensively and correctly**.
- Bidders must be a legal entity or partnership (consortia are acceptable subject to Paragraph 10 of Part 1 of the Bid Conditions).
- Bidders must have provided supporting documentation as per the bid specification schedule requirements including up-to-date Central Supplier Database (CSD) reflecting the valid tax status.

### 23.2. STAGE 2: MANDATORY REQUIREMENTS

The following criteria shall apply:-

- Attended a compulsory bid briefing session.
- Bidders must demonstrate that they have sufficient financial capacity (Attach proof of Latest audited Annual Financial Statements (last 2–3 years) / Proof of available credit facility / overdraft /Letter of financial support / guarantee (on bank letterhead indicating good standing)

**NB: Failure to comply with the mandatory requirements will invalidate your bid and will not be evaluated further.**

Prospective bidders are required to submit the following documentation to qualify for Administrative compliance;

#	<i>Requirement</i>	Please Tick <input type="checkbox"/>	
		Complied	Not Complied
A	Invitation to Bid (SBD1) completed and signed		
B	Signed Pricing Schedule (SBD 3.1)		
C	Signed Declaration of Interest (SBD 4)		
D	Signed Preferential Points Claim (SBD 6.1)		

**23.3. STAGE 3: FUNCTIONALITY EVALUATION**

- 23.3.1. A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- 23.3.2. Only bidders that obtain a minimum of 70 and above points for functionality will qualify for further evaluation in terms of price.
- 23.3.3. All points scored by qualifying bidders will not be taken into consideration for price evaluation.

Criteria	Description /Sub-criteria	Required Evidence	Max Score
<b>Manufacturing, supply and delivery Experience</b>	<p><b>Company Experience in manufacturing, supply and delivery of nurses uniforms and any similar projects completed</b></p> <ul style="list-style-type: none"> <li>▪ Five and above reference letters with total contract/order value in excess of R500 000.00 =40 points</li> <li>▪ Four contactable reference letters with total contract/order value in excess of R300 000.00 = 30 points</li> <li>▪ Two to three contactable reference letters with total contract/order value in excess of R100 000.00 =20 points</li> </ul>	<p>Reference letters not older than 5 years. Reference letter/s of current and previous clients for similar services clearly indicating.</p> <ul style="list-style-type: none"> <li>• <b>Duration of contract</b></li> <li>• <b>Contract start and end date</b></li> <li>• <b>Total Bid Values</b></li> </ul> <p><b>Reference letter/s must be stamped and signed by the referee(client).</b></p>	40
<p><b>Bidder's Location of the Production Facility</b></p> <p>Bidder with a manufacturing facility location relative to Bisho</p>	<ul style="list-style-type: none"> <li>• Radius of less than 400km = 40</li> <li>• Radius of more than 400km=20</li> </ul>	<p>Copy of utility account e.g. municipality on the bidder's name or Valid lease agreement of the premises. (Locality may be confirmed with in-loco inspection)</p>	40
<b>Financial Capacity Requirement</b>	<p><b>Bidders must demonstrate that they have sufficient financial capacity to execute a rate-based contract for the supply and delivery of nurses' uniforms within the Eastern Cape Province.</b></p> <p>Bidders are required to submit the any of the following:</p> <ul style="list-style-type: none"> <li>• Audited Financial Statements for the past two (2) or three (3) financial years.</li> <li>• A letter from a registered financial institution confirming the bidder's financial standing and/or availability of credit facilities.</li> </ul>	<p>Bidders must attach any of the following as proof:-</p> <ul style="list-style-type: none"> <li>• Latest audited Annual Financial Statements (last 2–3 years)</li> <li>• Proof of available credit facility/overdraft</li> <li>• Letter of financial support/guarantee (on bank letterhead indicating good standing)</li> </ul>	20

Criteria	Description /Sub-criteria	Required Evidence	Max Score
<b>Financial Capacity Requirement</b>	Where audited financial statements are not available: <ul style="list-style-type: none"> <li>• Proof of access to funding or credit.</li> <li>• Any other evidence demonstrating financial ability to sustain production and delivery under a rate-based contract.</li> </ul>		
<b>Total</b>			100
<b>Minimum Qualifying score</b>			70
<p><i>Failure to submit the above may result in disqualification or the bid being deemed non-responsive.</i></p> <p><b>NB: The Employer reserves the right to conduct financial due diligence on any bidder</b></p>			

**23.4. STAGE 4: PRICE AND SPECIFIC GOALS EVALUATION**

**EITHER 80/20 OR 90/10 PREFERENCE POINT SYSTEM WILL APPLY. THE BID WILL BE AWARDED TO THE HIGHEST POINT SCORING BIDDER.**

Responsive bids which comply to the 3rd stage evaluation will be evaluated on the either 80/20 or 90/10 preference point system in terms of The Preferential Procurement Policy Framework Act, 2000 (act 5 of 2000) and Preferential Regulations, 2022. 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 80/20 or 90/10 preference points system in terms of which points are awarded to bidders on the basis of:

A maximum of 20/10 points will be awarded for specific goals.  
The following formula will be used to calculate points out of 80 or out of 90 for price

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = points scored for comparative price of bid or offer under consideration.

Pt = Comparative price of bid or offer under consideration.

Pmin = comparative price of lowest acceptable bid or offer.

The following table must be used to calculate the score out of 10 or 20 points for Specific Goals

Specific Goals	Weighting (of 10 POINTS)	Number of points (90/10 system)	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Disadvantage Individuals				
• Race	20%	2	40%	4
• Gender (Women)	20%	2	40%	4
• Disability	10%	1	20%	2
Youth	20%	2	40%	4
Compliance with Local Content	10%	1	20%	2
Locality – Residing within the boundaries of SA	20%	2	40%	4
<b>TOTAL</b>	<b>100%</b>	<b>10</b>	<b>100%</b>	<b>20</b>

- a) A tenderer must submit proof of its Specific Goals.

- b) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 90 for price, and scores 0 points out of 10 for Specific Goals.
- c) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
- d) Valid CIPC Certificate with percentage ownership or controlling interest or a CSD report reflecting percentage ownership verified from CIPC with ID books of owners;
- e) Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature;
- f) Municipal accounts or lease agreement as proof of address or a ward councillors' letter
- g) The Declaration Certificate for Local Production and Content.

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

**24. Award Conditions and Split Awards**

- 24.1. The Department reserves the right to award the contract to more than one bidder for the same item.
- 24.2. The Department reserves the right to split award of contract per health service region or regions to more than one bidder.
- 24.3. The Department reserves the right to negotiate the prices with the shortlisted bidders.
- 24.4. The following formula will be used for splitting award between two or more suppliers:

Category	Difference between points	Recommended percentage split
A	Equal points	50/50
B	0,1 – 5%	70/30
C	5,1 – 10%	80/20

**25. STANDARDS/ SPECIFICATIONS**

Items must comply with standards as stated in the bid document.

- 25.1. SANS, SABS, ISO and CKS specifications are available from South African Bureau of Standards Offices countrywide. Obtaining of such specifications will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standard Sales:

Postal Address: Private Bax X191, Pretoria, 0001  
 Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria  
 Tel: (012) 428 6883, Fax: (012) 428 6928, email: [sales@sabs.co.za](mailto:sales@sabs.co.za)  
 Website: [www.sabs.co.za](http://www.sabs.co.za) and follow "Search/Buy Standards" link

## **26. TEST REPORTS**

- 26.1. Where a standard is indicated, a sample must be submitted to a testing institution accredited or recognized by SANAS before or on the closing date and time of the bid. The purpose is to obtain a test report for the items being offered in the bid.
- 26.2. The procedures for sampling and testing for product compliance may differ and should be obtained from the relevant testing institution. The cost of compliance testing will be for the account of the prospective bidder.
- 26.3. Test reports must be submitted with the bid at closing time and date of bid proving that the relevant items comply with the standard after inspection and testing of the samples by a SANAS accredited or recognized institution. The Test reports must not be older than twelve (12) months at the closing date of the bid.
- 26.4. In the event that a test report cannot be obtained from the testing institution prior to the closing date and time of the bid, the bidder must obtain proof (issued by the testing institution) that the samples had been submitted to the testing institution for testing before or on the closing date and time of the bid. Such proof must be submitted with the bid at closing date and time of the bid. In this case, the actual test reports must be submitted to the Department of Health, Supply Chain Management, Strategic Sourcing and Bid Management Unit within a period of 15 (fifteen) calendar days from the closing date of the bid.
- 26.5. Failure to comply with this condition will invalidate the bid in respect of the item for which a test report is not submitted.

## **27. SAMPLES/EVALUATION OF BIDDER'S CAPABILITY**

- 27.1. The department reserves the right to call for bid samples and shortlisted bidders will be requested to display their sample items at a date, time and venue to be advised by the Department of Health Supply Chain Management Unit.
- 27.2. All samples, including the labelling requirement, must be a true representation of the product to be supplied during the contract period.
- 27.3. Samples of the items offered must be placed in suitable container(s) and clearly marked with:
  - 27.3.1. the bid number
  - 27.3.2. the item number, and
  - 27.3.3. the bidders name and address
- 27.4. Unsuccessful bidders who have submitted samples must collect such items within 3 months of the commencement of the contract.
- 27.5. Samples of all products accepted against the bid will be retained for the duration of the contract period.
- 27.6. Failure to comply with this condition may invalidate the bid against the relevant item.

## **28. PRE-PRODUCTION SAMPLE**

- 28.1. It will be expected from the successful bidder to submit three pre-production samples to the South African Bureau of Standards. The Contractor will be required to submit pre-production samples to the testing institution at the written request of the department. The pre-production samples must be submitted within 30 days of the date on which supplier was requested to do so. Mass production shall only commence after the department and the contractor have been notified by the relevant inspecting/testing agent that the pre-production samples have been approved.
- 28.2. If the first pre-production samples fail the test and a second set (3 samples) of pre-production samples incorporating corrections are required, the corrected samples must reach the SABS within 14 working days after the relevant institution had notified the contractor of its findings.
- 28.3. In the event that second pre-production samples fail the test and a third set (3 samples) of pre-production samples incorporating corrections are required, the corrected samples must reach the SABS within 7 working days after the relevant institution had notified the contractor of its findings.
- 28.4. If the testing institution does not approve pre-production samples but such samples require corrections, the contractor must pay the costs of the inspections/tests.
- 28.5. Failing to deliver samples that are fully acceptable and according to the standard at the stipulated time, will lead to the cancellation of the contract of that specific item.
- 28.6. A production meeting, if necessary, will be held between the successful bidder, the fabric supplier, the inspecting/testing agent and the Department 14 days after the pre-production samples have been approved. Please indicate in Part 5-Schedule H form in the appropriate space provided the name, address, contact person and telephone number of your fabric supplier
- 28.7. Mass production shall only commence after the department has arranged and completed this meeting. This meeting will be attended by both representative(s) from the inspecting/testing agent and the Department.

## **29. INSPECTION OF MATERIAL**

- 29.1. All material supplied by the manufacturer is to be inspected by the Bureau of Standards/recognized institution prior being converted into garments. Where SABS mark bearing material will be used by the manufacturer, consignment inspection must be performed by the Bureau of Standards/recognized institution. Manufacturers must supply the department with copies from the Bureau of Standards/recognized institution inspection certificates in respect of every consignment mark bearing material or non mark bearing material, received at the manufacturer's factory.
- 29.2. Inspectors from the inspecting/testing agent will on a regular basis balance the total garments supplied against the total material inspected and approved.
- 29.3. All inspection costs are for the account of the manufacturer.
- 29.4. Starting date of deliveries after receipt of order and approval of pre-production samples, as well as monthly rate of deliveries must be indicated in the appropriate space on the given form

29.5. In order to facilitate the evaluation of bids and the administration of the contracts it is required that Prices Must Be Furnished on a Basis of "Delivered into Store" of the institution, inclusive of a colour co-ordinated corporate identity logo. Bids on any other basis will be disregarded.

### **30. CAPABILITY REPORT**

- 30.1. **Successful bidders will be required to submit capability report.** The capability report must be issued by an organization accredited or recognized by SANAS. The capability report must address bidder's manufacturing capability and capacity for the products. The capability report has to address the following elements:
- 30.1.1. Production capacity and capability
  - 30.1.2. Company organization
  - 30.1.3. Facilities
  - 30.1.4. Quality control systems
  - 30.1.5. Incoming inspections
  - 30.1.6. In-process quality control
  - 30.1.7. Final inspections
  - 30.1.8. Packaging
  - 30.10. Non-conforming product
  - 30.11. Communication/documentation control and work environment
  - 30.12. In respect of the capability report, only the elements stipulated in paragraph 29 would be used for evaluation purposes.
  - 30.13. In the event of the bidder sourcing the products from another manufacturer, a capability report from that manufacturer must be obtained. The capability report will be requested before placing orders.
  - 30.14. The report must not be older than twelve (12) months.
  - 30.15. The cost for the capability evaluation and report will be for the account of the bidder.
  - 30.16. Failure to comply with this condition will invalidate the bid.

## **31. PLACEMENT OF ORDERS AND PAYMENTS**

Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment (s) thereof.

### **31.10. ORDERS AND DELIVERY**

#### **31.10.1. Orders**

31.10.1. Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).

31.11. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

**31.12. THE DEPARTMENT IS UNDER NO OBLIGATION TO ACCEPT ANY QUANTITY WHICH IS IN EXCESS OF THE ORDERED QUANTITY**

#### **31.13. Delivery Adherence**

31.13.1. Delivery can only commence upon receipt of an original signed order form from the relevant participating department.

31.13.2. Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.

31.13.3. All invoices should be delivered/ posted to reach the institution that placed the order timeously.

31.13.4. The invoice should be original and complete with all particulars such as order numbers and accompanied by an inspection certificate and proof of delivery.

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

31.13.6. In respect of item awarded to them, contractors must strictly adhere to the delivery lead times quoted in their bids.

31.13.7. Delivery not complying with the order forms will be returned to the contractor at the contractor's expense.

31.13.8. In order to facilitate the evaluation of bids and the administration of the contracts it is required that Prices Must Be Furnished on a Basis of "Delivered into Store" of the institution, inclusive of a colour co-ordinated corporate identity logo. Bids on any other basis will be disregarded.

31.13.9. Delivery time to the institutional stores must be done during work hours weekdays from 08h30 to 15h00.

31.13.10. Delivery lead time from the receiving of a Purchase order must not exceed 4 weeks

## **32. Compliance with Labour Law and Regulations**

32.10. Successful Bidders will be required to comply with all labour laws, regulations and gazette collective agreements for the Textile Industry with the Minister of Labour.

32.11. In this regard successful bidders will be required to submit the following compliance certificates:

32.11.1. Textile Industry Bargaining Council compliance certificate;

32.11.2. Compliance Certificate for UIF issued by the Department of Labour;

32.11.3. A valid **COIDA** (Compensation of Occupational Injuries and Diseases Act).

## **33. POST-AWARD PRODUCT COMPLIANCE PROCEDURES**

The following post-award product compliance procedures will apply:

33.10. Once bids are awarded, the inspection authority, the South African Bureau of Standards is given written notification of the award of all contracts.

## **34. POST AWARD REPORTING**

34.10. HISTORICAL DATA

All successful bidders are required to submit historical value and volume reports via e-mail on a three (3) monthly basis to:

ECDOH-Supply Chain Management (will be communicated by Project Manager)

For this purpose, electronic templates will be supplied to successful bidders

**PART 2**  
**CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS**

**1. CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

**2. FEES AND CHARGES**

- 2.1 Prices shall be firm for the first 12 months. Increase in prices for year 2 and year 3 will be based on CPI.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

**3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

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

**3.5 *Compliance with procedures.***

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

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

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

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

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

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

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

#### **4. HAZARDOUS MATERIALS**

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

#### **5. FIRE RISKS**

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

#### **6. ENERGY MANAGEMENT**

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

#### **7. OCCUPATIONAL HEALTH AND SAFETY**

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

The contractor :-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

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

## **8. SERVICE LEVEL AGREEMENT**

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

## **9. PERFORMANCE MEASUREMENT PROVISIONS**

### **9.1 Introduction.**

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

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

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

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

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

### **9.4 Measurement of performance**

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.
- Proof of capacitation/mentoring of subcontracted service provider: The successful bidder must submit proof of capacitation of sub-contracted service provider. Annual proof of payments made to sub-contracted service providers.

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

## **10. BREACH AND TERMINATION**

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

## **11. LOSS AND DAMAGE**

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

## **12. SUB-CONTRACTORS**

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

### **PART 3** **BID STRATEGY**

#### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF NURSES' UNIFORMS TO THE EASTERN CAPE DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS**

#### **SCOPE OF WORK**

- The bid will be awarded per district and if there are no suppliers in that district, the supplier from other district will assist the nearest district.
- All bidders **MUST** source the material from **MANUFACTURERS** within South Africa.
- The bid will be awarded to all ECDOH Hospitals/Facilities. The allocation will be made per District.
- The Department of Health intends to appoint multiple service providers to ensure security of supplies.
- The bidder must select the district they are bidding for and attach the relevant proof of address as indicated on the SBD1 form and correspond with CSD. The Department will conduct address verification for evaluation purposes.
- Bidders **MUST** bid for all items in the Specification;
- The bidder must submit a methodology on how the uniform will be distributed to the users (size, Unit per user, turnaround time).
- Uniform fittings will be done at various districts and sub-districts as per end-users' requests.
- The successful bidder will be requested to deliver the goods ordered directly to the user.
- The Department reserves the right to enter into post-bid negotiation.
- The contract will be rate / item price based and will be utilized as and when required principle.

#### **Award Conditions and Split Awards**

The Department reserves the right to award the contract to more than one bidder for the same item.

The Department reserves the right to split award of contract per health service region or regions to more than one bidder.

The following formula will be used for splitting award between two or more suppliers:

Category	Difference between points	Recommended percentage split
A	Equal points	50/50
B	0,1 – 5%	70/30
C	5,1 – 10%	80/20

**BIDDERS MUST INDICATE BY TICKING BELOW FOR THE DISTRICT(S) THEY ARE BIDDING FOR:**

<b>DISTRICT</b>	<b>TICK ✓</b>
<b>ALFRED NZO DISTRICT</b>	
<b>AMATHOLE DISTRICT</b>	
<b>BUFFALO CITY METRO(BCM)</b>	
<b>CHRIS HANI DISTRICT</b>	
<b>JOE GQABI DISTRICT</b>	
<b>NELSON MANDELA METRO (NMM)</b>	
<b>OR TAMBO DISTRICT</b>	
<b>SARAH BAARTMAN DISTRICT</b>	

**DECLARATION OF THE BIDDER'S ABILITY TO SUPPLY AND DELIVERY OF NURSES UNIFORMS FOR 36 MONTHS**

- We hereby declare that we, \_\_\_\_\_ (name of the bidder), have the capacity and capability to supply and deliver nurses uniform in all categories tendered for.
- SIGNATURE OF BIDDER: .....

**PART 4**

**BID NUMBER: SCMU3-26/27-0008-HO**

**SPECIFICATION LAY OUT, GARMENTS**

**Required for items listed below and detail provided per item:**

- a) Pattern(s) provided in sizes XS to 5 XL, with clear directions.  
Included in the patter(s) is the requirements with regard to how the garment must be manufactured, the colour, textile to be used, etc.
- b) Clear size chart is provided for each garment.
- c) Sketches on how the front and back would look is provided for each garment.
- d) One completed (mock up) garment in size XL as listed below.
- e) The emblem/ logo is also required for the sample.

**SPECIFICICATION IS ATTACHED AS ANNEXURE A**

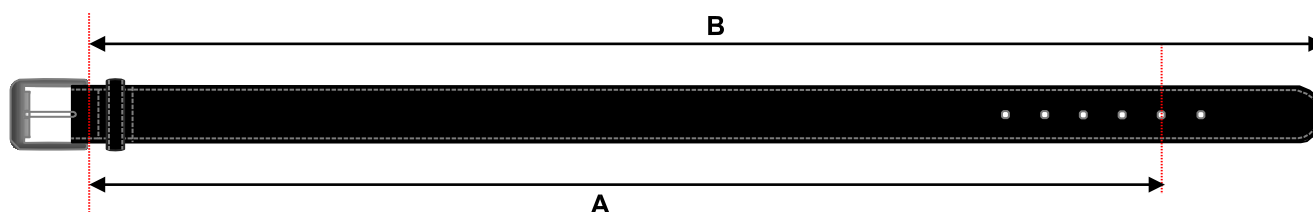
Item	Spec title	Specification Number	Options in specification
1	Dress, A-Line (Style 1)	DoH 001	-
2	Dress (Style 2)	DoH 002	-
3	Dress, Pleated (Style 3)	DoH 003	-
4	Slacks, Pull-on type (Style 1)	DoH 004	Cropped leg length or regular leg length
5	Slacks, Shaped waistband (Style 2)	DoH 005	-
6	Slacks, ¼ Side elasticated waist (Style 3)	DoH 006	-
7	Skirt, ¼ Side elasticated waist (Style 1)	DoH 007	-
8	Skirt, Shaped waistband (Style 2)	DoH 008	-
9	Jacket, Women, S/S	DoH 009	-
10	Jacket, Women, L/S	DoH 010	Back vent/no back vent
11	Jacket, Women, Sleeveless (Gilet)	DoH 011	-
12	Blouse, women, Sleeveless	DoH 012	Single or double front panel
13	Blouse, women, S/S	DoH 013	Single or double front panel Inclusion of shoulder pad
14	Shirt, Women, S/S, L/S and ¾ Sleeve	DoH 014	Short sleeves, Long Sleeves or ¾ sleeve
15	Working top, Women, shawl collar, concealed buttonstand (Style 1)	DoH 015	Either Style 1 OR style 4
	OR		
	Working top, Women, shawl collar, front button fastening (Style 4)	DoH 026	
16	Working top, Women, round neck (Style 2)	DoH 016	-
17	Working top, Women, shirt collar (Style 3)	DoH 017	-
18	Jacket, Men	DoH 018	One back vent or two back vents Regular fit or Slim Fit
19	Trousers, Men, Plain waistband	DoH 019	One or two back/hip pockets Regular fit or Slim Fit
20	Trousers, Men, Concealed elasticated waistband	DoH 020	One or two back/hip pockets
21	Shirt, L/S & S/S, Standard fit (2 collars)	DoH 021	Long sleeve, Short Sleeve Classic Collar or Cutaway Collar
22	Shirt, L/S & S/S, Slim fit (2 collars)	DoH 022	Long sleeve, Short Sleeve Classic Collar or Cutaway Collar
23	Working top, Men, Round neck (Style 1)	DoH 023	-
24	Working top, Men, Shirt collar (Style 2)	DoH 024	-
25	Working top, Men, Gladneck collar (Style 3)	DoH 025	-

**(BELOW IS SHOES AND BELTS ONLY)**

	Description
1	Female court shoes: Brown
2	Female service shoe – lace up: Brown
3	Female service shoe-wedge-Brown
4	Male dress/service shoes: Brown
5	Unisex leather belts

**UNISEX LEATHER BELTS SIZES**

Size designation	Length to 2 <sup>nd</sup> hole from rounded edge (Measured as given in A below)	Total length (measured as given in B below)
30	76 cm	86 cm
34	87 cm	97 cm
38	97 cm	107 cm
42	107 cm	117 cm
46	117 cm	127 cm
48	127cm	137cm
50	137cm	147cm



- Stitching to be applied 2 mm from the edge at a frequency of 8 stitches per 25 mm
- The belt shall have a finished nominal thickness of 4.70 mm ± 0.5 mm
- Shape and dimensions to be as given in sections 4 and 8

The one cut end that shall fit into the buckle shall have square corners

- the buckle shall be attached to the belt by passing its prong through a slot punched through the leather at a position such as to provide a turnover of approximate length 40 mm, and shall be secured by rows of stitching as shown in section 4
  - The other end shall be shaped in such a way that the tip shall be rounded
  - The belt shall be fitted with a properly secured retaining loop made from leather
  - Six holes, 3 mm in diameter, and 25 mm apart, (measured from centre to centre) shall be punched in the centre of the belt
  - The edges shall be brown colour like the leather of the belt

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**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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11. Insurance
12. Transportation
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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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 sub Service 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 Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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## **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 are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

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## 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 Sub Service 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 accrued hereafter 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.

## **35. 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.

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- 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.

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of bidder.....	Bid number <b>SCMU3-26/27-0008-HO</b>
Description: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MANUFACTURE, SUPPLY AND DELIVERY OF NURSES' UNIFORMS TO THE EASTERN CAPE DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS	
Closing Time 11:00	Closing date: <b>31<sup>st</sup> JULY 2026</b>

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**PRICING SCHEDULE IS ATTACHED AS ANNEXURE B**

**NB: *Bidders must complete the excel table and not change any formatting.***

**BELT SIZES**

1	2	3
Size designation	Length to 2 <sup>nd</sup> hole from rounded edge (measured as given in A below)	Total length (measured as given in B below)
30	76 cm	86 cm
34	87 cm	97 cm
38	97 cm	107 cm
42	107 cm	117 cm
46	117 cm	127 cm
48	127cm	137cm
50	137cm	147cm

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

**IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES**

**IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:**

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

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- 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.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

**Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

**Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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

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**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF  
PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN  
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

<sup>2</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.

**Part 5 – Schedule D**

**Qualifications and Experience**

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

---



---



---

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

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

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

---

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

---

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

---

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

**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

**Part 5 – Schedule E**

**Organization type**

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

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

- 1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
- 2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
- 3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
- 4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
- 5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

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

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

In the presence of:

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



---

**Part 5 – Schedule G**

---

**Details of Supplier's Nearest Office**

---

1. Physical address of supplier's office

---

---

---

---

1 Telephone No of office: \_\_\_\_\_

3 Time period for which such office has been used by supplier: \_\_\_\_\_

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

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

In the presence of:

1. ....

2. ....

**Part 5 – Schedule H  
Financial Particulars**

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

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

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

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

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

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

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

In the presence of :

1. ....
2. ....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and  
(b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ | & & \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals				
• Race	20% (2)		40% (4)	
• Gender(Women)	20% (2)		40% (4)	
• Disability	10% (2)		20% (2)	
Youth	20% (2)		40% (4)	
Compliance with Local Content	10%		20% (2)	
Locality – Residing within the boundaries of SA	20%		40% (4)	
	100%(10)		100% (20)	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods                      Stipulated minimum threshold

Refer to List of Items attached as Schedule. All items have a minimum threshold of 100%.

_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(**Tick applicable box**)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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





Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula <input type="text"/>

**Note: VAT to be excluded from all calculations**

EU  GBP

**A. Exempted imported content**

**Calculation of imported content**

**Summary**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R 0

**This total must correspond with Annex C - C 21**



**D. Other foreign currency payments**

**Calculation of foreign currency payments**

**Summary of payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Local value of payments
(D51)

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

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

R 0
-----

**This total must correspond with Annex C - C 23**

Signature of tenderer from Annex B

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

Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula <input type="text"/>

Note: VAT to be excluded from all calculations

EU  GBP

A. Exempted imported content

**Calculation of imported content**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

**Summary**

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R 0

**This total must correspond with Annex C - C 21**





## Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

**(E13) Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

**ANNEXURES (Must be uploaded on the containers created on E-tender Portal System)**

- 1. SPECIFICATION - ANNEXURE A**
- 2. 1. PRICING SCHEDULE: (ANNEXURE B) Bidders must complete the excel table and not change any formatting (must NOT convert it to PDF).**
- 3. SBD 6.2: Local Content Declaration Forms (ANNEXURE C, D & E)**