PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU3-P22/23-1401-PED	CLOSING DATE:	18 NOVEMBER 2022	CLOSING TIME:	11h00 AM
DESCRIPTION	PROCUREMENT OF NON-CONTRACTED **MEDICINE & SURGICAL CONSUMABLES (SNAKEBITE POLYVALENT SERUM)** AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF 18 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

1104 Struanway Road, PE Pharmaceutical Depot, Ground Floor, Struandale, Port Elizabeth, 6000

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Stella Majova	CONTACT PERSON	Stella Majova
TELEPHONE NUMBER	041 406 9800/9803	TELEPHONE NUMBER	041 406 9800/9803
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	stella.majova@echealth.gov.za	E-MAIL ADDRESS	stella.majova@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR 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, 2017, 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 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: .....

PROCUREMENT OF NON-CONTRACTED MEDICINE & SURGICAL CONSUMABLES (SNAKEBITE POLYVALENT SERUM) AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF 18 MONTHS			
Drafted By: End User	**Date**: 01.11.2022	**Name**: N. Majova	**Signature**:
Reviewed By: Supply Chain Manager	**Date**: 08.11.2022	**Name**: M.L. Msakatya	**Signature**:
Approved By: BSC Deputy Chairperson	**Date**: 08.11.2022	**Name**: M. Byrnes	**Signature**:

1.2 SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETIONOF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE ECDOH SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.

8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.

13. Use of correcting fluid is prohibited.

14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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Schedule K – Financial Particulars
Schedule L - Preference Points Claim Forms (SBD 6.1)
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2 DEFINITIONS

2.1 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.

2.2 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.

ECDOH	means the Eastern Cape Department of Health.
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – *General Conditions of Contract*
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1
CONDITIONS OF BID

1 BACKGROUND AND INTRODUCTORY PROVISION

1.1 BACKGROUND

The Eastern Cape Department of Health is considering engaging suitable qualified service providers who have capability for the PROCUREMENT OF NON-CONTRACTED MEDICINE & SURGICAL CONSUMABLES (**SNAKEBITE POLYVALENT SERUM**)AT PE PHARMACEUTICAL DEPOT

WITHOUT DETRACTING FROM THE GENERALITY OF CLAUSE BELOW, BIDDERS MUST SUBMIT A COMPLETED AND SIGNED INVITATION TO BID FORM (SBD 1) AND REQUISITE BID FORMS ATTACHED AS PART 5) WITH ITS BID. BIDDERS MUST TAKE CAREFUL NOTE OF THE SPECIAL CONDITIONS.

1.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

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

1.4 Respondents are required to submit costing on a Rates based per item.

1.5 Should a respondent not fully comply with any requirement a full explanation is required.

1.6 Should a respondent supply any equipment or peripheral equipment not listed in this specification it must be stipulated and costed as per table "Additional Unspecified Equipment"

1.7 Should a service provider not meet any of the listed Mandatory Requirements the submission will be disqualified

2 CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

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

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

2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

3 ENQUIRIES

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

4 BID INFORMATION MEETING - COMPULSORY BRIEFING SESSION

4.1 There will be no bid briefing meeting due to COVID-19 regulations. Bidders with queries must send an email to the email address provided above.

5 QUESTIONS AND ANSWERS PROCESS

5.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address: **mzwabantu.msakatya@echealth.gov.za**. ECDOH will in return respond to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses. Questions and answers will close **5 days** before Bid closure.

6 PREFERENCE POINTS CLAIM FORMS

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

7 PRICING

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

7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

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

8 PARTNERSHIPS AND LEGAL ENTITIES

8.1 In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as

the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

9 CONSORTIA

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

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

9.2.1 It shall be signed so as to be legally binding on all consortium members

9.2.2 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;

9.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;

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

10 ORGANISATIONAL PRINCIPLES

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

11 DECLARATION OF INTEREST

11.1 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 E.

12 DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT-

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

13 FINANCIAL PARTICULARS

13.1 Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule K.

14 VALIDITY

14.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **60 (Sixty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15 ACCEPTANCE OF BIDS

15.1 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 ECDOH, of certain requirements which the ECDOH, considers to be of minor importance and not complied with by the bidder.

16 NO RIGHTS OR CLAIMS

16.1 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 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.

16.2 Neither 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 howsoever incurred by bidders in connection with or arising out of the bid process.

17 NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

17.1 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.

17.2 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.

18 ACCURACY OF INFORMATION

18.1 The information contained in the invitation to bid has been prepared in good faith. Neither 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.

18.2 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.

19 COMPETITION

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

19.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

19.3 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.

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

20 RESERVATION OF RIGHTS

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

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

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

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

20.2 ECDOH reserves the right to retain the Bidder's Proposal for audit purposes. ECDOH will return the Bidder's Proposal only upon written request being made to ECDOH and on condition that ECDOH will be allowed to make the necessary photocopies of the Bidder's Proposal for record purposes, at ECDOH's cost.

20.3 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to ECDOH will be borne exclusively by the Bidder.

20.4 All Proposals and supporting documentation must be submitted in **English.**

21 PROPOSAL COMPLIANCE

21.1 Submission of Requested Documents.

21.1.1 The Bidder's Proposal must contain all documents requested and the failure to submit requested documents may result in disqualification. If the Bidder fails to submit either or both of **SBD 6.1 and its BEE certificate or Sworn Affidavit** the Bidder's Proposal will score zero for the BBBEE criterion in the 80/20 or 90/10 evaluation.

21.2 Disqualification of Non-compliant Proposals, ECDOH may reject a Proposal which:

21.2.1 is conditional on ECDOH's acceptance of substantial deviations from the Proposed Contracts in this PROPOSAL;

21.2.2 substantially deviates from the Proposed Contracts included in this PROPOSAL;

21.2.3 fails to commit to the key deliverables required by this PROPOSAL;

21.2.4 does not contain the correct number of copies, or if copies are submitted in an incorrect format; or is non-compliant in any respect.

21.2.5 ECDOH may in its sole discretion decide to condone non-compliance by a Bidder with any of the administrative requirements set out in this PROPOSAL. In such an event ECDOH may allow the Bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as ECDOH may determine, after the Bidder has been notified by ECDOH of such defect.

22 SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

- Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded

- It is the intention of the Eastern Cape Department of Health to have multiple awards per item as contained in this Bid. Therefore, the Department of Health reserves the right, should it deem necessary to enter into negotiations with the bidder, regarding a flat rate price and service delivery.

(Only bidders that fully meet the specifications shall be accepted).

22.1 PRODUCT COMPLIANCE

Prior to award the products will be evaluated for:

- Compliance with specifications as set out in the bid response document.
- Availability of samples.
- Usability of products by end users.
- Availability of SAHPRA (South African Health Products Regulatory Authority) medical device establishment license.

22.2 PRODUCT AWARD

22.2.1 AWARD CONDITIONS

22.2.1.1 The Department of Health reserves the right not to award a line item.

22.2.1.2 The Department of Health reserves the right to negotiate prices.

22.2.1.3 In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

22.3 SPLIT AND MULTIPLE AWARDS

22.3.1.1 The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.

22.3.1.2 The following will be taken into consideration when contemplating a split award:

- Capacity to meet volume demand as per Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Previous performance of the bidder.
- Source of the products

22.3.1.3 Two-way split awards will be made in accordance with the following schedule based on the points scored:

Category	Difference Between points scored	Recommended percentage split
A	Equal points	50/50
B	< 5 points	60/40
C	>5-10 points	70/30
D	10-20 points	80/20
E	>20 points	90/10

22.3.1.4 Where multiple awards are recommended the allocation will be made proportionally based on the total points scored.

22.4 **PRICE QUALIFICATION**

22.4.1.1 Prices submitted for this bid will be regarded as firm and subject only to review in terms of paragraph 22.9.

22.4.1.2 Bidders must quote a final delivered price inclusive of Value Added Tax (VAT).

22.4.1.3 Price must be specific for the units advertised per item specification.

22.5 **PRICE REVIEW**

22.5.1 The Department of Health envisages two types of price review processes for the duration of this contract:

- An adjustment to mitigate foreign exchange fluctuations in excess of those catered for by usual business practices;
- A systematic review of prices for comparable products available in the international e marketplace.

22.6 INSTRUCTIONS FOR PRICE BREAKDOWN

22.6.1 The price breakdown must be completed on the signed bid response document.

The delivered price must be divided across four components:

1. Cost of raw material;

2. Manufacturing;

3. Logistics;

4. Gross profit margins (remaining portion).

22.6.2 The sum of these categories must be equal to 100% of the delivered price for the line item.

22.6.3 The local + imported portions of the first two components must add up to 100% within each component (e.g. Portion of raw material to local + Portion of raw material attributable to import = 100% of specific raw material component).

See extract from bid response document below:

Price breakdown by components to eligibility for contractual price adjustments.	**Price components**
	1. Delivered Price attributable to Raw Materials %
	Local (Raw materials)
	Imported (Raw materials)
	2. Percentage of Delivered Price attributable to Manufacturing and packaging.
	Local (Manufacturing & packaging)
	Imported (Manufacturing & packaging)
	3.Percentage of Delivered Price attributable to Logistics
	4. Percentage of Delivered Price attributable to Gross Margin.

22.6.4 VAT must be apportioned equally across all components and not regarded as a separate component.

22.6.5 Labour must be apportioned appropriately across the relevant components.

22.6.6 Breakdown must be in percentage format to the closest whole percentage (e.g.20%). No decimals will be considered.

22.6.7 The Department of Health reserves the right to engage with bidders to verify the imported component of the bid price, which may include audit of invoices and related documentation.

22.7 PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RATE

22.8 Prices in the pricing schedule of the Contract shall differentiate between foreign and local pricing and shall use the US Dollar as the base rate of exchange (ROE) used to convert the foreign portion to South African currency. Any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be subject to the following conditions:

22.9 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates (At 12:00) on the date of the Quote.

22.10 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier my request an updated quote (if more) or the Department my request an updated rate (if less).

22.11 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchaser order and the date of the invoice settlement, shall be absorbed by the Supplier.

22.12 Any request for price changes and rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates on the applicable dates, by providing printouts of the South African Reserve Bank rates

22.13 **MANUFACTURING INFORMATION**

Bidders must disclose the manufacturing site(s).

22.14 ORDERS, DELIVERY AND CONTINUITY OF SUPPLY

22.14.1 ORDERS

22.14.1.1 The quantities reflected in the advertised bid response document are estimated volumes and are not guaranteed.

22.14.1.2 Fluctuations in monthly demand may occur.

22.14.1.3 Proposed minimum order quantities should facilitate delivery directly to facilities. The Department reserves the right to negotiate minimum order quantities where they are deemed unfavourable. Where consensus regarding minimum order quantities cannot be reached the bid may not be awarded.

22.14.1.4 Only orders made on an official, authorised purchase order are valid.

22.14.1.5 Changes to any quantities ordered may only be made upon receipt of an amended purchase order.

22.14.1.6 The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead time specified in the contract

22.14.1.7 In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

22.14.2 DELIVERIES

22.14.2.1 The initial lead time as proposed in the bid response document will be calculated from the date of placement of the first purchase order.

22.14.2.2 This period may not exceed 60 calendar days from the date of award.

22.14.2.3 Lead-time within the contract period is defined as the time from submission of order to supplier to time of receipt by the department as confirmed by the Proof of Delivery document. This lead-time may not exceed 21 calendar days.

22.14.2.4 Failure to comply with the contractual lead-time will result in penalties being enforced as per section 21 and 22 of the General Conditions of Contract.

22.14.2.5 Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.

22.14.2.6 The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the Eastern Cape Department of Health.

22.14.2.7 These requirements will be communicated upon signing of the contract.

22.14.2.8 Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents should be delivered to the authority responsible for payment.

22.14.2.9 The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage. Delivery is deemed to terminate upon signature of receipt by the delegated official as contemplated in paragraph 22.12.2.8.

22.14.2.10 Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within five working days of receipt of delivery.

22.14.2.11 Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect condition, within five working days of receipt of a discrepancy report from facility.

22.14.2.12 The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery. Deliveries must be made within reasonable working hours, before 15:00 on weekdays. Delivery staff must ensure all cartons are stacked neatly, with all labels right side up, in the respective storage areas. It will be the supplier's responsibility to ensure that adequate labour for offloading stock is provided. Delivery site staff is not obliged to assist with the materials offloading.

22.14.3 **CONTINUITY OF SUPPLY**

22.14.3.1 Contracted suppliers must:

- maintain sufficient stock to meet demand throughout the duration of the contract;
- inform the Eastern Cape Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:

  1. industrial action,

  2. manufacturing pipeline

  3. any other supply challenges.

- official communication relating to continuity of supply must be directed to relevant Depot Manager as well as Participating Authorities;
- this official communication must include detail of corrective actions taken by contracted supplier to ensure continuity of supply.

22.14.3.2 In terms of the General Conditions of Contract and Special Requirements and conditions of Contract, the Department of Health reserves the right to purchase outside of the contract in order to meet its requirements if:

- the contracted supplier fails to perform in terms of the contract;
- the item(s) are urgently required and not immediately available;
- in the case of an emergency.

22.15 PACKAGING AND LABELLING

22.15.1 PACKAGING

22.15.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.

22.15.1.2 Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.

22.15.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.

22.15.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.

22.15.1.5 The number of units in the unit pack, shelf pack and shipper pack must be completed in the Bid Response Document.

22.15.1.6 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.

22.15.1.7 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.

22.15.1.8 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
- The outer packaging must be clearly marked as a "Part Box".

22.15.1.9 Suppliers must ensure that products delivered are received in good order at the point of delivery.

22.15.2 **LABELLING**

22.15.2.1 All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.

22.15.2.2 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes:

- Proprietary name (if applicable)
- Number of units in pack (e.g. for bulk packs 20 administration sets)
- Batch number
- Expiry date
- Storage conditions
- Barcode

22.15.2.3 Where the contents of the shipper pack require special attention in terms of storage or handling, e.g. thermo labile, fragile, etc, such instructions must be clearly and visibly indicated on the outer packaging on a brightly coloured background.

22.15.2.4 The following information must be clearly and indelibly printed, in letters not less than 10pt in height, on all individual inner packing or on a suitable label which must be securely adhered (permanently attached) onto the inner packing:

- Product detail e.g. proprietary name, item description, size, etc.
- A product code where relevant.
- Batch number.
- Date of manufacture.
- Expiry date if applicable.
- Trade name or trademark of the manufacturer.
- Name and address of importer/distributor where applicable.
- Where applicable, the word "sterile "or "non-sterile" in prominent form as well as the sterilisation method and sterilisation expiry date.
- Special storage conditions, if applicable.
- All other information prescribed in the item specification, e.g. latex free, and/or relevant SANS/ISO standard.
- The label must include a barcode.

22.15.2.5 Peel apart packs: Material and design of peel apart packs shall ensure:

- Easy opening with fingers, clean tearing without formation of loose paper shreds, fluff or fibres.
- The product is tamper proof and non-re-sealable.
- Minimum risk of contamination of contents during opening and removal from the package.
- Maintenance of sterility of the contents under the prescribed storage conditions.

22.15.3 **BARCODES**

22.15.3.1 All products supplied must include a barcode (number plus symbology). All shipper, shelf and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.

22.15.3.2 Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the following information:

- Brand or proprietary name
- Batch number
- Expiry date

22.16 **QUALITY**

22.16.1 Products must conform to the quality requirements as stipulated in the specifications.

22.17 **SHELF-LIFE**

22.17.1 Products must have a shelf-life of at least 18 months upon delivery

22.17.2 Contracted suppliers may apply in writing to supply a product with a shorter shelf life provided that:

- applications are accompanied by an undertaking that such short-dated products will be unconditionally replaced or credited before or after expiry; and
- applications are approved before execution of orders; and such products must be collected by the supplier at their own cost; and
- failure to collect the products within 30 days after written notification to the supplier will result in the disposal of the product by the Participating Authority for the account of the supplier.

22.17.3 If short-dated products are delivered without the aforementioned undertaking the following discount formula will be applied for invoicing of short-dated products:

- A= (18 — months to date of expiry) x 2% x consignment value short dated product. Therefore, amount to be invoiced is: Consignment value minus A, where A is the value of the outcome of the discount formula.

22.17.4 ECDOH may, without prejudice, decline to accept product with a shelf—life of less than 18 months

22.18 **MONITORING**

22.18.1 The management of the contract is the responsibility of the Eastern Cape Department of Health. All correspondence in this regard must be directed to the Director:
SCM- Contracts Management.

22.18.2 Contracted suppliers must advise the Eastern Cape Department of Health, Pharmaceutical Depots at first knowledge of any unforeseeable circumstances that may adversely affect supply against the contract. Full particulars of such circumstances must be provided by the supplier.

22.18.3 The Eastern Cape Department of Health will monitor the performance of contracted suppliers and maintain a scorecard for compliance to the terms of this contract as follows:

- Compliance to delivery lead times;
- Percentage of orders supplied in full first time;
- Compliance with reporting requirements according to reporting schedule.
- Attendance of compulsory quarterly meetings: The Eastern Cape Department of Health will hold quarterly meetings with suppliers to review the next quarter's demand, as well as supplier performance.

22.18.4 The Eastern Cape Department of Health will impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.

22.18.5 Non-performance of contracted suppliers in terms of this contract may influence participation in future Department of Health contracts.

22.18.6 Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to:

Directorate: SCM - Contracts Managements

22.19 **REPORTING**

22.19.1 Eastern Cape Department of Health will provide successful bidders with the compulsory templates and schedule for reporting.

22.20 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

22.20.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Health in writing 30 days prior to such event of relevant details.

22.20.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

22.20.3 A contracted supplier must inform the Eastern Cape Department of Health within 14 days of any changes of address, name, contact or banking details.

22.21 ABBREVIATIONS

The abbreviations used in this document signify the following:

B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
NDoH	Eastern Cape Department of Health
RoE	Rate of Exchange
SANS	South African Eastern Cape Standards
VAT	Value Added Tax

23 EVALUATION CRITERIA

23.1 **The bid will be evaluated as follows:**

- Stage 1: Administrative compliance / pre-qualification
- Stage2: Functionality
- Stage 3: Price and B-BBE points

The stages are detailed below

24 STAGE 1: ADMINISTRATIVE/PRE-QUALIFICATION EVALUATION

24.1.1.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid specifications issued by the ECDOH as part of the bid process.

24.1.1.2 The following criteria shall apply:

24.1.1.3 The bid documentation has been completed comprehensively and correctly.

24.1.1.4 Bidders must have attended the compulsory Bid Briefing & Information Meeting if applicable.

24.1.1.5 Bidders must be a legal entity or partnership (consortium is acceptable subject to Bid Documents and Specifications).

24.1.2 Submission of the following documents:

#	***Requirement***	**Complied**	
		YES	**NO**
A	Invitation to Bid (SBD1)		
B	Pricing Schedule (SBD 3.2)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Original hardcopy of the submission		
F	SAPHRA Registration Certificate		
G	The Bidder's Tax status compliant on CSD on submission of the bid (Attach Detailed CSD report)		
H	JV or Consortium Agreement where applicable		

NB: Failure to comply with the above pre-qualification requirements will invalidate your bid.

ST

- **B-BBEE Status Level Verification Certificate(s)**

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. For Bidders bidding as a Consortia / Joint Ventures / Sub-contractors, consolidated BEE certificate for the JV must be submitted certified copies of B-BBEE Verification Certificates. Failure to submit BEE certification will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- **Consortia / Joint Venture Agreement (where applicable)**

Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form

- **Company Registration Documents**

Bidder shall submit valid proof of registration of the company with CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPC is not required, proof of ownership/shareholding must be provided.

- **Declaration of Interests (SBD 4)**

Bidders must complete in full and duly sign returnable forms for declaration of interest and submit with the bid.

- **Declaration of Past Supply Chain Management Practices (SBD 8)**

Bidders must complete in full and duly sign returnable forms for declaration of past supply chain management practice and submit with the bid.

- **Declaration of Independent Bid Determination (SBD 9)**

Bidders must complete in full and duly sign returnable forms for declaration of independent bid determination and submit with the bid.

- **Summary Form of Offer (SBD1)**

Bidders must complete in full and duly sign the bid form of offer (SBD 1) using ink. An incomplete form of offer with missing fields shall make the bid non-responsive and shall lead to disqualification.

- **Pricing Schedules**

Bidders must complete in full, initial and duly sign the returnable pricing schedules (SBD 3.2) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

- **Central Supplier Database Registration**

Bidders must submit valid proof of registration with the Eastern Cape Treasury central supplier database.

24.2 **STAGE 2 – Functional Requirements of Bidder (Functional Evaluation = 30 Points)**

- All bidders are required to respond to the functional evaluation criteria scorecard and compliance checklist for detailed information.
- Only Bidders that have met the Pre-Qualification Criteria will be evaluated for functionality. Functionality will be evaluated as follows:

  (a) A bidder that scores less than 24 points out of 30 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
  (b) Only bidders that obtain a minimum of 80% (percent) equivalent to 24 points for functionality will qualify for further evaluation in terms of price.
  (c) All points scored by qualifying bidders will not be taken into consideration for price evaluation.

  The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of 24 points to proceed to next stage of price evaluation. Any bidder(s) who do not meet the required threshold will disqualified and not considered any further.

Functionality Evaluation Scoring

Criteria	Scoring Matrix	Max Score	Evidence
References	Clients references up to 3 with positive references letters & contact details, for supply and delivery of package material. Three references = 5 Two references = 3 One references = 2 Zero references = 1	5	Listing of client name, contract value of up to R1000,000 contact details & references letter.
Quality Assurance	Quality assurance certificate = 10 No quality assurance certificate = 0	10	Provide copy of SAPHRA Certificate for each specific product offered
Product information	Product information material = 10 No product information material = 0	10	e.g. Product Registration Number
Execution plan	Detailed execution plan (schedule o) = 5 No Execution plan = 0	5	The bidder must provide an execution plan on how the contract is going to be effected successfully
	Total Points	**30**	

24.3 **STAGE 3: PRICE AND BEE SCORE EVALUATION**

24.3.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2011 (Act 5 of 2011), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The Bid Price: 80 (maximum 80 points)
- B-BBEE status level of contributor: 20 (maximum 20 points)

24.3.2 The following formula will be used to calculate the points for price:

$$P = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:
Ps: Points scored for comparative price of bid under consideration
Pt: Comparative price of bid under consideration
Pmin: Comparative price of lowest acceptable bid

24.3.3 A maximum of 80 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

24.3.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.

24.3.7 Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

24.3.8 The ECDOH may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

24.3.9 The points scored will be rounded off to the nearest 2 decimals.

24.3.10 The Purchaser reserves the right to negotiate further with preferred bidders where prices are above the targeted range by the Purchaser.

24.3.11 The Purchaser reserves the right to split-award contracts where an opportunity to optimise value exists.

24.3.12 The Purchaser reserves the right to split-award contracts per health service region or regions to more than one preferred bidder.

25 PROCESS FOLLOWING EVALUATION

25.1 Following ECDOH's evaluation of the Proposals, ECDOH has the right to, inter alia, in its sole discretion:

25.1.1 undertake a Bidder clarification and/or Best and Final Offer (BAFO) process with regards to certain components of the Proposal and/or the Proposal as a whole;

25.1.2 shortlist 1 (one) or more Bidders who will be referred to as preferred Bidder/s;

25.1.3 identify 1 (one) or more Bidder(s) who will be appointed as Reserve Bidders;

25.1.4 conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide ECDOH with all such access, assistance and/or information as ECDOH may reasonably request. The Bidder must respond within the timeframes set by ECDOH, failing which ECDOH reserves the right to withdraw a Bidder's status as a preferred or reserve Bidder; and/or take any other action it deems appropriate.

25.2 ECDOH reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by ECDOH which in ECDOH's reasonable opinion justifies such revision.

25.3 Upon completion of its evaluations, ECDOH may select one or more preferred Bidders for any one or more Options.

25.4 ECDOH will be under no obligation to select the Bidder with the highest number of points.

25.5 Upon an award, a successful Bidder will be required to enter into and sign the relevant Proposed Contract(s) with ECDOH. In this regard, ECDOH will enter into negotiations with the Bidder with a view of concluding a Proposed Contract(s). ECDOH will be entitled to cease negotiating with a Bidder and to negotiate with another Bidder if ECDOH, in its sole discretion, is of the opinion that:

25.6 the Bidder has made misrepresentations in its Proposal;

25.7 the Bidder is attempting to withdraw from positions or commitments made in its Proposal;

25.8 the Bidder is not negotiating in good faith; or

25.9 a contract may not be expeditiously concluded with the Bidder for any other reason.

25.10 By submitting a Proposal, the Bidder will not have any claim whatsoever against ECDOH in the event that:

25.10.1 such Proposal is disqualified due to non-compliance by the Bidder with any of ECDOH's requirements; or

25.10.2 such Bidder disagrees with the results of the PROPOSAL evaluations performed by ECDOH; or

25.10.3 a contract is awarded by ECDOH to a Bidder on terms and conditions that were negotiated after the award of the Proposal and that differ from those set out in this PROPOSAL and/or the Proposed Contract(s) submitted by the Bidder as part of its Proposal attached to this PROPOSAL, provided that such deviation is required in order to align the Proposed Contract(s) with the accepted Proposal.

25.11 ECDOH will inform unsuccessful Bidders in writing of the outcome of the PROPOSAL process.

PART 2
CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

1) CONTRACT

The contract for the provision of the required Services 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

2) FEES AND CHARGES

a. In consideration of the Services the contractor shall be paid the fees stipulated in the completed Bid Price Schedule attached as Part C – Schedule 5, which fees shall be paid in accordance with the payment provisions contained in paragraph 16 of the General Conditions of Contract (GCC).

b. The stipulated bid prices shall be fixed (firm) for the first year. Year 2 and year 3 will be negotiated based on the CPI.

c. 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.

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

3) SERVICE MANAGER

The contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specifications and any service level agreement implemented.

4) RELATIONSHIP MANAGER

The contractor shall appoint a relationship manager who shall be responsible for liaising and meeting with the ECDOH.

5) GENERAL RESPONSIBILITIES OF THE CONTRACTOR

a) Save as provided for otherwise in the Specifications, the contractor shall at its cost maintain, replace, replenish all commodities, materials and equipment used in the provision of the Services as required to enable contractor to comply with its obligations stipulated in the contract, as required to ensure that such commodities, materials and equipment can be used in a safe and cost effective manner and as required in accordance with good industry practices.

b) ***the ECDOH's operational requirements.*** The contractor shall, in the provision of the Services, have due regard to the operational requirements of the Department of Health.

c) ***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.

d) ***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.

e) ***Compliance with procedures.***

- 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.

f) ***Contractor's procedures.*** The contractor shall, upon receipt of written request from the ECDOH:-

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

- ***Service Reports.*** The contractor shall, upon written request provide the ECDOH with such reports relating to the Services as may be stipulated in the Specifications, or as may be reasonably required by the ECDOH to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

- **Obligations relating to contractor's personnel**. The contractor shall:-

  i. Employ suitably qualified and trained personnel to provide the Services;

  ii. Provide the ECDOH upon request with full details regarding contractor's personnel who will be involved in the provision of the Services, including the capacity in which such personnel will be employed, references and employment history of such personnel;

  iii. Satisfy itself as to the references and integrity of each member of its personnel who are employed in the provision of the Services;

  iv. Without detracting from its obligations under the contract, remove any member of its personnel from the provision of the Services upon receipt of written request from the ECDOH, and replace such member with a suitable replacement.

6) OCCUPATIONAL HEALTH AND SAFETY

a. 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;

b. The contractor: -

c. Acknowledges that it is fully aware of the terms and conditions of the Act;

d. Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act;

e. Agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance with the provisions of the Act,

f. Accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

g. Shall appoint a duly authorised representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

h. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

7) 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 and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

8) PERFORMANCE MEASUREMENT PROVISIONS

Introduction

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 30 above.

The provisions of this clause document the manner in which contractor's performance will be measured throughout the term of the contract.

Compliance

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

a. with reference to reports provided by contractor;

b. with reference to reports or complaints received from third parties;

c. By means of service reviews, inspections or any audit carried out by or on behalf of the ECDOH.

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.

Measurement of performance

i. Self measurement. Contractor shall measure its own performance against the stipulated responsibilities and service standards and shall provide the ECDOH with a monthly extract report detailing its performance in a format agreed between the parties from time to time.

ii. Periodic checks. The ECDOH and/or its management or any party contracted shall carry out periodic checks (the intervals to be determined by the 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 and also to measure the actual success of the programme.

iii. Service complaints

- All service complaints, deviations, mm non-conforming services and suggestions that are reported to contractor by the ECDOH, or any other party shall be given proper and speedy consideration by contractor.
- Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.

iv. User satisfaction survey

- A user satisfaction survey shall be conducted by the 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.

V. Performance Review Meetings

1. Performance review meetings shall be held monthly (or such other frequency as the parties may agree to in writing from time to time) and shall be attended at least by Contractor's manager.
2. Agenda items for these meetings shall include a minimum of the following:
    a) Discussion of the various reports generated by the parties;
    b) Management of Services;
    c) Review findings of periodic service checks;
    d) Review findings of Service User satisfaction assessments;
    e) Financial review, including service cost and/or invoices;

Results of checks, audits and surveys The 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 the ECDOH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

9) BREACH AND TERMINATION

Bidders are referred to Paragraph 45 of GCC relating to failure to comply with conditions of this contract and delayed execution.

10) 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.

11) TRANSFER MANAGEMENT

Upon termination of the contract for whatever reason contractor shall assist the ECDOH to transfer the Services to the ECDOH, or to another service provider designated by the ECDOH. Without detracting from the generality of this obligation, contractor shall, to the extent required by the ECDOH, provide the ECDOH or the third party service provider with all information and documentation required to enable the ECDOH or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

12) SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDOH (or any other authorised 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

1. Purpose

The Department seeks to engage in a Short Term Tender process for PROCUREMENT OF NON-CONTRACTED MEDICINE & SURGICAL CONSUMABLES (SNAKEBITE POLYVALENT SERUM) AT PE PHARMACEUTICAL DEPOT

2. Background

The PE Pharmaceutical Depot has been operating with quotations due to none awarded contracts by National Department of Health. However, Management has since resolved to consider a minimum of 5 Day Bids as an interim measure while awaiting the Long Term Rate Based contracts that have not been awarded.

3. Motivation

Currently these commodities stock levels have reached the minimum re-order levels and needs to be replenished before the same suppliers can be out of stock as such indication could result in a crisis situation that could have negative impact to our demanders (Hospitals, Clinics and Community Health Centres) hence this request.

1.1 PRODUCT AWARD

1.1.1 AWARD CONDITIONS

1.1.1.1 The Department of Health reserves the right not to award a line item.
1.1.1.2 The Department of Health reserves the right to negotiate prices.
1.1.1.3 In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

1.1.2 SPLIT AND MULTIPLE AWARDS

1.1.2.1 The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.
1.1.2.2 The following will be taken into consideration when contemplating a split award:

- Capacity to meet volume demand as per Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Previous performance of the bidder.
- Source of the products

PART 4

1. SPECIFICATION & PRICING SCHEDULE

ITEM NO	1
Item Specification	Snakebite Polyvalent Serum
Therapeutic Class and Series Numbers	
UNIT (Use for Estimate & Price)	**units**
Estimate	**360**
Quantity for full tender period	
Registered Legal Name of Bidder	
Central Supplier Database Number	
Delivered price in ZAR ***Price must be two decimals***	
Delivered price in ZAR per shipper pack ***Price must be two decimals***	
Registered Product Name	
Conforms to specification? **(Y/N)**	
If **NO**: Detail deviation from specification.	
Product Registration Number	
License to Manufacture Medicines: Licence Number	
License to Manufacture Medicines: Expiry Date	
Pack Size Offered: Unit Pack	
Pack Size Offered: Shelf Pack	
Standard units in: Shipper Pack	
Lead-Time (≤ 14 calendar days)	
Initial lead time (≤28 calendar days)	
Minimum Order Quantity	
Batch size for the bid item, in number of packs	
Monthly batch capacity that will be assigned for the bid item for the duration of the contract, in number of batches.	
Do you require a technical amendment to perform according to the conditions of your bid: **(Y/N)**	
If YES: Provide details	
EAN 13 Barcode for Unit Pack	
EAN 13 Barcode for Shelf Pack	
ITF14 Barcode for Shipper Pack	
2D Barcode or Similar	
NAPPI Code	
SEP (Current List - Corresponding Unit)	
Manufacturer **(PRIMARY)**	
Manufacturer **(SECONDARY)**	
Manufacturer **(TERTIARY)**	
Are any of the listed manufacturers etc. 3rd parties to the bidder. (Y/N) **If YES complete PBD1**	
API Source 1 Full Site Name	
API Source 1 Full Address	

API Source 1 Country	
API Source 1 Contact	
API Source 2 Full Site Name	
API Source 2 Full Address	
API Source 2 Country	
API Source 2 Contact	
API Source 3 Full Site Name	
API Source 3 Full Address	
API Source 3 Country	
API Source 3 Contact	
% of Delivered Price attributable to API	
Local (API/Raw Material)	
Imported (API)	
% of Delivered Price attributable to Formulation	
Local (Formulation)	
Imported (Formulation)	
% of Delivered Price attributable to Packaging	
Local (Packaging)	
Imported (Packaging)	
% of Delivered Price attributable to Logistics	
% of Delivered Price attributable to Gross Margin	
Currency	

Signed

Date: 1/11/2022

Part 5 – Schedule A
Government Procurement
General Conditions of Contract

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.

TABLE OF CLAUSES

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10. Delivery and documents
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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 internationaly.

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

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

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

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

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

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

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

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party

claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

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

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or

services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

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

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

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

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

10. Delivery and documents

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

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

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

12. Transportation

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

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall

evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a Eastern Cape 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with

mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

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

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

Declaration of Interest

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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

---

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Part 5 – Schedule F

Qualifications and Experience

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

_____

_____

_____

2. A list of minimum 5 existing /previous contracts similar to services solicited in this bid:

Client	Sector: e.g. Health, Education, etc.	Value of Contract	Year	Contact Person	Contact Number (Landline)

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 G

Organisation type

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

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

1. NAME _____

   ADDRESS : _____

   ID NUMBER: _____

2. NAME : _____

   ADDRESS : _____

   ID NUMBER: _____

3. NAME : _____

   ADDRESS : _____

   ID NUMBER: _____

4. NAME : _____

   ADDRESS : _____

   ID NUMBER: _____

5. NAME : _____

   ADDRESS : _____

   ID NUMBER: _____

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule I
Organisational structure

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

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule J
Details of Supplier's 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 K

Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. If this requirement is not complied with in full the bid may be considered invalid. The bidder must submit proof of financial capacity; recent 3 month's bank statements or recent audited financial statements. **Failure to submit will invalidate the bid.**

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

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

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule L

Preference Points Claim Forms

SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicablePoints for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES	..... SIGNATURE(S) OF BIDDERS(S)
1.	DATE: .....
2.	ADDRESS .....
	.....
	.....

Schedule O

EXECUTION PLAN