



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: SCMU3 – P23/24 – 1595 - EMP CLOSING DATE: 08 MARCH 2024 CLOSING TIME: 11H00

DESCRIPTION **SUPPLY OF TRANSPORTATION AND STORAGE OF CORPSES FOR EMPILISWENI HOSPITAL IN JOE GQABI DISTRICT, FOR A PERIOD OF 12 MONTHS.**

BID BRIEFING **Compulsory bid briefing will be held at Empisweni hospital boardroom at 11h00 on the 04 MARCH 2024**

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

Joe Gqabi District Office,

No 32 Dan Pienaar

Aliwal North

9750

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON **Ms Linda Dlova**
TELEPHONE NUMBER **051 633 9600**
FACSIMILE NUMBER **N/A**
E-MAIL ADDRESS **linda.dlova@echealth.gov.za**

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON **Ms Linda Dlova**
TELEPHONE NUMBER **051 633 9600**
FACSIMILE NUMBER **N/A**
E-MAIL ADDRESS **linda.dlova@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
QUESTIONNAIRE
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:

1. Table of Contents

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2. DEFINITIONS

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

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

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none">○ The cover page and the table of content and definitions○ Part 1 which details the Conditions of Bid;○ Part 2 which details the Conditions of Contract and Operational Requirements;○ Part 3 which details the bid strategy○ Part 4 which details the Terms of Reference relating to the Technology / Services○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC– <i>General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1 Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Eastern Cape Department of Health intends to engage suitably qualified suppliers for the transportation and storage of corpses for Empilisweni Hospital in Joe Gqabi District for a period of 12 months.

2. OFFER AND SPECIAL CONDITIONS

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

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

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

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

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

4. ENQUIRIES

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

5. BID BRIEFING

Compulsory briefing session will be conducted as detailed in the cover page. Bidders will be required to sign the attendance register at the briefing session. Non-attendance will disqualify the bidder.

6. TAX CLEARANCE

Tax Clearance Compliance Verification will be done with the CSD and SARS.

7. PRICING

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

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

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

8. DECLARATION OF INTEREST

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

9. QUALIFICATIONS OF BIDDERS

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

10. PARTNERSHIPS AND LEGAL ENTITIES

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

11. CONSORTIUM/JOINT VENTURE

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

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

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

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

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

11.2.4 Each party to the Consortium must submit a consolidated SBD 6.1 for every separate bid.

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

12. ORGANISATIONAL PRINCIPLES

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

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

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

14. PREFERENCE POINTS CLAIM FORMS

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

15. VALIDITY

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

16. ACCEPTANCE OF BIDS

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

17. NO RIGHTS OR CLAIMS

17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly,

parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

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

18. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

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

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

19. ACCURACY OF INFORMATION

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

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

20. COMPETITION

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

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

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

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

21. RESERVATION OF RIGHTS

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

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

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

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

21.5 Award the bid to more than one bidder.

EVALUATION CRITERIA

22.1 The bid will be evaluated as follows:

- (a) Stage 1: Administrative compliance /pre-qualification
- (b) Stage 1: Mandatory Requirements
- (c) Stage 2: Price and SPECIFIC GOALS Points

These stages are further detailed below:

23.2 Stage 1: Administrative Compliance/ Pre-qualification Evaluation

- 23.2.1 **ECDOH** has defined minimum pre-qualification criteria that must be met by the Bidder in order for **ECDOH** to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by **ECDOH** in order to determine whether a bid complies in this regard.
- 23.2.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or **ECDOH** is for any reason unable to verify whether the pre-qualification criteria are fully complied with, **ECDOH** will have the right to either:
- 23.2.3 Reject the Bid in question and not to evaluate it at all;
- 23.2.4 Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as **ECDOH** may determine, of it being requested by **ECDOH** and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 23.2.5 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid
- 23.2.6 The Department reserves the right to verify legitimacy of all provided information and documents and any bidder found to have provided falsified information or documents will be disqualified.

23.3 The following Pre-qualification criteria shall apply:

- 23.3.1 The bid documentation must be completed comprehensively and correctly.
- 23.3.2 Declaration forms **SBD 4** and **SBD 6.1** must be fully completed and signed.
- 23.3.3 Bidders must be a legal entity or partnership (consortium/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 23.3.4 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 member's persons in the service of the state.

Bidders must have provided supporting documentation as per the bid requirements.
- 23.3.6 Over-writing and use of liquid eraser (Tippex) is not permitted in the bid documents, but bidders should cancel instead and sign next to their cancellation. Only the provided pricing schedule (Schedule C) is to be used for pricing.
- 23.3.7 All bidders must be registered on Central Supplier Database (CSD) on the date of submission of their bid documents, a proof of registration e.g. a printout from CSD must be attached on the bid document.
- 23.3.8 Verification of Tax Compliance Status on CSD.
- 23.3.9 Bidder must attend compulsory bid briefing failing which your bid will be eliminated

Prospective bidders are required to submit the following documentation for quality administrative compliance:

#	Requirements	Complied	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	JV agreement (if applicable)		
F	Printout from CSD as proof of registration on CSD		
G	Attended bid briefing meeting		

24. Stage 2: Price and Preference Evaluation

24.1 In terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act of 2022, responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

$$Ps = 80(1 - Pt - P_{min})$$

P_{min}

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining maximum points for Specific Goals as Illustrated below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
TOTAL	100% (20)	

N.B: Bidders are required to submit, together with their bids, the following: -

- a) *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
- b) *The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:*
 - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
 - *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
 - *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
 - *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
 - *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
 - *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
 - *Updated CSD report*

24.4 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS

24.5 The points scored by a bidder in respect of the level of SPECIFIC GOALS will be added to the points scored for price.

24.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to Specific goals. The total points scored will be rounded off to the nearest 2 decimals.

24.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for SPECIFIC GOALS.

24.8 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for SPECIFIC GOALS, the contract will be awarded to the bidder scoring the highest functionality.

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

24.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

PART 2

Conditions of Contract and Operational Requirements

1. Contract

The contract of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for the entire period.

2. Fees and charges

Prices are firm and will not be adjusted.

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

2.1 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

2.2 NB: In the event that the mortuary in the Hospital is operating during the duration of the contract, the contract will be terminated by giving a service provider a month notice

3. General Responsibilities of the Contractor

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

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

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

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

3.5 Compliance with procedures.

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

- 3.6** The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7** Should the **ECDoH** at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 3.8 Contractor's procedures** The contractor shall, upon receipt of written request from the **ECDoH** or its appointed Technical Support Manager at **the relevant Institution** Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;
- 3.9 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.
- 3.10 Service reports:**
The contractor shall, upon written request from the ECDoH or its appointed Hospital Manager, provide the ECDoH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.
- 4. Hazardous materials**
The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.
- 6. Fire Risks**
The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.
- 7. Energy Management**
The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.
- 8. Occupational Health and Safety**
In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor: -

1. acknowledges that he is fully aware of the terms and conditions of the Act;
2. acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
3. agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

Service Level Agreement

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

10. Performance measurement provisions

10.1 Introduction.

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

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

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

10.2.1 with reference to reports provided by contractor;

10.2.2 with reference to reports or complaints received from third parties;

10.2.3 by means of user satisfaction surveys conducted by ECDoH

10.2.4 by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

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

10.4 Measurement of performance

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

complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

3. User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

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

11. **Breach and Termination**

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

12. **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.

13. **Sub-Contractors:**

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

PART 3 BID STRATEGY

Bid No.	
Bid Description	SUPPLY OF TRANSPORTATION AND STORAGE OF CORPSES FOR EMPILISWENI HOSPITAL IN JOE GQABI DISTRICT, FOR A PERIOD OF 12 MONTHS.

1. Purpose

- 1.1. The purpose is to engage suitably qualified bidder to transport, store corpses for Empilisweni Hospital for a period of 12 months, in Joe Gqabi District.
- 1.2. The bid will be awarded as a whole.
- 1.3. The successful bidder will be required to enter into a written contract with ECDOH- (Joe Gqabi District) for a period of twelve (12) months.

2. Background

In an endeavour to fulfil the requirements of the National Core Standards for Health, a need for the transportation and storage of corpses to Empilisweni Hospital is vital to ensure quality of health.

PART 4 BID SPECIFICATION

Bid No.	SCMU3-P23/24-1595-EMP
Bid Description	SUPPLY OF TRANSPORTATION AND STORAGE OF CORPSES FOR EMPILISWENI HOSPITAL IN JOE GQABI DISTRICT FOR A PERIOD OF 12 MONTHS.

1. FACILITIES

2. OPERATING HOURS

- 24 hours

3. Service standards

- The funeral undertaker's premises must comply with section 33 and 39 of Health Act, (Act 63 of 1977)
- Funeral undertaker's premises must have a valid certificate of competence issued by Senqu local municipality.
- Funeral undertaker's premises must be within Senqu local municipality
- Funeral undertaker will collect a patient corpse from Empilisweni hospital and back to the funeral parlour concerned for storage.
- Funeral undertaker will store the patient corpse for the hospital whenever the need arises until the required time period for the family to collect.
- The funeral undertaker must respond within 30 minutes on receipt of a call to collect the patient corpse.
 - Bag to carry the deceased whilst in transit from point of death to service provider.
 - Storage of the body whilst waiting for the family for Three (3) days.
 - A parlour must be able to cater/ accommodate for ten (10) deceased at a time.

1. MANDATORY TECHNICAL REQUIREMENT

The bidder must indicate their compliance and non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below. Non submission will disqualify the bidder. **The department reserves the right to physically verify the authenticity of the CERTIFICATES submitted, any adverse outcomes to the aforesaid clause will bar the bidder from proceeding to the next stage of evaluation**

The bidder must be able to provide the following services	Tick the correct box		Proof of Evidence
	Comply	Not Comply	
• Funeral undertaker's premises must have a valid certificate of competence issued by the relevant local authority.			Provide relevant certificate of competence issued by the relevant local authority
• Funeral undertaker's premises must be within Senqu local municipality.			Valid proof of address in a form of Certificate of competence issued by Raymond Senqu

The bidder must be able to provide the following services	Tick the correct box		Proof of Evidence
	Comply	Not Comply	
			local municipality (other than this no other proof will be accepted)
• The funeral undertaker must respond within 30 minutes on receipt of the call to collect the corpse.			None
• The funeral undertaker must have a vehicle modified accordingly to carry corpse and it must bear the name of the funeral undertaker.			Provide Photos of Vehicles
• Rate per km (as per pick up points)			None
• Staff must wear protective clothing in line with occupational health and safety act (OHS)			None

SBD 3.2

Part 5 - Schedule B

PRICING SCHEDULE

(SERVICE)

NAME OF BIDDER: BID NO.: SCMU3 -P23/24-1595-EMP

CLOSING TIME 11:00

CLOSING DATE 08 MARCH 2024

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
NO		*(ALL APPLICABLE TAXES INCLUDE

TRANSPORTATION AND STORAGE OF CORPSES FOR EMPISWENI HOSPITAL IN JOE GQABI DISTRICT FOR A PERIOD OF 12 MONTHS.

Item description	Cost/rate Per day
Rate per km (as per pick up points) guided by AA Rates	
• Storage	
Vat 15%	
Total Amount	

TOTAL BID PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO.

SCMU3-P23/24-1595-EMP

R _____

(Amount brought forward from Form of Offer and Acceptance) *

AMOUNT IN WORDS _____

Signed by authorized representative of the Tenderer:

***Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Ms L Dlova

32 Dan Pienaar

Aliwal North

Tel: 051 633 9600

Part 5 – Schedule D
Declaration of Interest

BIDDER'S DISCLOSURE

SBD 4

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 /

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.

members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship 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.

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.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule E

Qualifications and Experience

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

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

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

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

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule F
Organisational Structure
Organization type

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

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

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Organizational structure

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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	

Locality Ownership	10% (2)	
TOTAL	100% (20)	

4 Service providers must submit proof of its Specific Goals points claimed / status of contributor.

5 The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.
- Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.
- Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.
- Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.
- Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.
- Locality Ownership: Proof of business address (municipal account or valid lease agreement)
- Updated CSD report

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

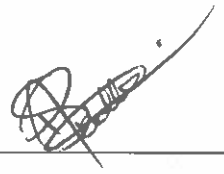


DATE:

ADDRESS:

.....

.....

SCMU3-P23/24-1595-EMP

REVISION			
	DATE	NAME	SIGNATURE
DRAFTED BY	01/03/2024	SIBIDUNA P.	
REVIEWED BY	01/03/2024	C. L. DLOVA	
SPECIFICATIONS REVIEWED BY			
ADVERT APPROVED BY	S D1/CO	2024/03/01	

By signing this page, it confirms you have read this document in its entirety.

SUPPLY OF TRANSPORTATION, STORAGE OF CORPES AT EMPILISWENI HOSPITAL FOR A PERIOD OF TWELVE (12) MONTHS