PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU3-P19-20-1471-PED	CLOSING DATE:	6 SEPT 2019	CLOSING TIME:	11 AM
DESCRIPTION	**PROCUREMENT OF SHIPPERS / CORRUGATED BOXES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF SIX (6) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
P.E. Pharmaceutical Depot, Department Of Health, 1004 Straunway Road, Struandale, Port Elizabeth, 6000, Ground Floor Tender Box					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	MR. M.L. MSAKATYA	CONTACT PERSON	MR. D. MARTIN
TELEPHONE NUMBER	041 406 9800/9848	TELEPHONE NUMBER	041 406 9800/9834
FACSIMILE NUMBER	041 452 3647	FACSIMILE NUMBER	041 452 3647
E-MAIL ADDRESS	mzwabantu.msakatya@echealth.gov.za	E-MAIL ADDRESS	deon.martin@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.

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Compiled by: BSC: Secretariat	M.L. Msakatya		2019/08/28
Reviewed by: BSC: Member	D. Martin		28/08/2019
Approved by: BSC Chairperson	R. Harris		28/08/2019

PART B
TERMS AND CONDITIONS FOR BIDDING x

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: .....

Invitation to Bid (SBD 1)

Part 1 – Conditions of Bid
Part 2 – Conditions of Contract and Operational Requirements
Part 3 – Bid Strategy
Part 4 – Specifications
Part 5 – Bid Forms and related documentation

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Schedule A – Government Procurement: General Conditions of Contract
Schedule B – A Valid Tax Status to be verified through CSD (SBD 2)
Schedule C – Pricing Schedule (SBD 3.1)
Schedule D – Declaration of Interest (SBD 4)
Schedule E – Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)
Certificate of Independent Bid Determination (SBD9)
Schedule F – Qualifications and experience
Schedule G – Organizational type
Schedule H – Organizational Structure
Schedule I – Details of Bidder's nearest office
Schedule J – Financial Particulars
Schedule K - Preference Points Claim Forms

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.

DOH	means the Eastern Cape Department of Health.
Invitation to bid	means this invitation to bid comprising The cover page, 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

BACKGROUND AND INTRODUCTORY PROVISIONS

REFER TO PART 3 OF THIS INVITATION TO BID FOR BACKGROUND AND INTRODUCTORY INFORMATION RELATING TO THE SERVICES AND THIS INVITATION TO BID.

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2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5) with its bid. Bidders must take careful note of the special conditions.

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

2.3 **It is a requirement that a valid Central Supplier Database Registration document be submitted with the bid.**

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

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

3.1 The closing date and 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 deposited before the closing time and date stipulated above 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/SESSION

The briefing session **will NOT** be conducted, **HOWEVER** Bidders may at their own discretion visit the Depot to enquire about the actual samples of boxes and sizes.

P.E. Pharmaceutical Depot,

Department Of Health,

1004 Struanway Road,

Struandale, Port Elizabeth,

6000,

The bidder should submit a proof of registration in the (CSD) Central Supplier Database together with the bid documentation. Bidder must take specific note of the conditions stipulated in SBD 2. Tax clearance certificate and B-BBEE certificate must be renewable every 12 months and must be submitted to Supply Chain Management.

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7. PRICING

7.1 The bidder(s) 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 All prices submitted must be firm. "Firm prices are deemed to be fixed prices, which are only subject to the following statutory changes; namely Vat and any levy related to customs and excise. Quantities are given in good faith and without commitment to the P.E. Pharmaceutical Depot. The Depot reserves the right to increase or reduce the quantity to be in line with set threshold for quotations prescribed in the (SCM) Supply Chain Management Delegations.

7.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form 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. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

11. PARTNERSHIPS AND LEGAL ENTITIES

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 G.

12. CONSORTIUM / JOINT VENTURE

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

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

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

12.2.2 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;

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

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

12.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.

12.2.6 Each party to the Consortium must submit a proof of registration with Treasury Central Supplier Database (CSD).

13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational 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 H

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

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

15. FINANCIAL PARTICULARS

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

16. PREFERENCE POINTS CLAIM FORMS

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

17. VALIDITY

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

18. ACCEPTANCE OF BIDS

The DOH 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 Department.

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19. NO RIGHTS OR CLAIMS

19.1 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 DOH. The DOH 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.

19.2 The DOH, 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.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

20.1 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 DOH.

20.2 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.

21. ACCURACY OF INFORMATION

21.1 The information contained in the invitation to bid has been prepared in good faith. The DOH 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.

21.1.1 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.

22. COMPETITION

22.1 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.

22.1.1 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.

22.1.2 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.

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

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23. RESERVATION OF RIGHTS

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

- 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.
- The Department reserves a right to request a Bidder to provide a sample as a condition to award the Bid.
- Amend the bidding process, including the timetables, closing date and any other date at its sole discretion.
- Reject all responses submitted by bidders and to embark on a new bid process.
- Cancel the bid if all bids received are below **R30, 000.**
- Award the bid to one or more than one service provider.
- The total number of Packaging Material/Shippers distribution/delivery services required for the bid are subject to change subject to limitations of the SCM Delegations or threshold.
- The letter of agreement from the manufacturer must be attached and signed by both parties in respect of quality and maintenance of standards.

24. SPECIAL CONDITIONS

24.1 The department will require verifying registration status of the entity (Accredited Qualification Certificates); in that regard the bidders must consent to the department to request the information as per attached form Annexure – Part 5 Schedule F.

24.2 Previous performance of the bidder will be considered in the evaluation of the bid.

24.3 Financial standing of the bidder will be considered and bidders are required to submit documentary proof to demonstrate financial stability in the form of:-

- Latest audited financial statements and auditor's report in the case of Companies.
- Latest financial statements with Accountants report in the case of Close Co-operation CC.
- Letter from the financial institution confirming availability of funds or letter of good standing and a proof from the financial institution indicating ratings e.g. Code A, B, C, D, E & F must be attached.
- Form Part 5 schedule J must be completed accordingly.

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25. PRE - QUALIFICATION

25.1 The purpose of this Pre-qualification is to determine which bid is compliant and non-compliant with the bid specifications issued by the DOH as part of the bid process.

The following criteria shall apply:

a. All documentation inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required.

b. A proof of registration with in the (CSD) Central Supplier Database must be submitted with the bid.

c. Accounting Officers/Authorities will verify the tax compliance status of bidders on the CSD for all price quotations and competitive bids exceeding the value of R75,000 (VAT inclusive) prior to award.

d. Bidders must submit contactable references as due diligence will be conducted to authenticate and substantiate experience as per schedule F of the Bid document.

e. Bidder must submit proof of the actual material source (Local/from other Provinces) in the form of Utility Bill from the Municipality or provide any proof of Lease Agreement or Invoice with a Letter Head.

f. If there are Join Ventures; valid agreement with Tax compliant CSD reports must be submitted with the documents.

g. A valid copy of CK1&CK2 documentation if the applicant is a close Corporation and a valid copy of CM1,CM2, CM27 and CM29 documents if the applicant is a company must be submitted.

h. Bidder must complete and sign all relevant SBD Forms, the entire document and more especially SBD 4, 6, 8 & 9 of the document.

FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE THE BID

The Department of Health reserves the right to verify the information requested with the Regulatory Authorities i.e. the Registrar of Companies (CIPRO), SARS or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The DOH will not be liable for any inaccurate information supplied.

Please Note:

- A successful bidder will be held responsible for any damage or loss suffered by the Department as result of the bidder's sub-standard quality of supplied product, negligence or willful action in the ordinary execution of their duty;

  E.g. delivery of stock on rainy days/bad weather conditions that could cause damage to stock or expected delivery.

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26. TECHNICAL INFORMATION AND SPECIFICATIONS

CONSUMBLE GOODS / MATERIAL

26.1 The Service Provider shall provide comprehensive detailed goods/material schedule indicating at least, but not limited to:

- The goods/material quantities and type to be delivered.
- Consumable products delivery costs to be inclusive in the Total Bid Price.

26.2 Once all the Packaging Material or Shippers have been delivered, it is required of the Service Provider to provide P.E. Pharmaceutical Depot with a distribution service Plan/Schedule indicating the exact day and frequency as to when the goods are to be delivered.

26.3 The format of the service schedule is attached as Part 4 (Specification) of this bid document.

26.3 All consumable materials delivered, shall comply with the provisions of any Act or Law enforceable at that time, shall meet the requirements of the OHS Act (85) of 1993, related schedules and Regulations, and shall not in any way be harmful to persons, or endanger the safety of such persons in any way.

26.4 All consumable materials, including, but not limited to the Packaging Material/Shippers, shall comply to the relevant (SABS) or SANS code of practice.

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27. MATERIAL SAFETY DATA SHEET (MSDS)

The Material Safety Data Sheet included in this document shall be completed by the bidder and submitted with the offer. The Material Safety Data Sheet must consist of the following information.

PRODUCT TO BE USED	MANUFACTURER

N.B. The Service Provider may attach a separate page as Annexure B if the schedule provided is not enough.

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28. Technical Evaluation (Functionality)

Consumable Goods/Material

The bidder must have evidence that the products are Supplied / Manufactured Locally or in other Provinces.

Total 20

1. **Provide a Form of Ownership or Business Entity**

NO.	Form of Business	Tick a Box	% or Points Allocation	
a)	Manufacturing Plant		(20)	
b)	Distributor/ Agent/ Retail			(10)

Total 20

2. **Confirmation of Local Economic Development Goals.**
   - Certification that all the Supply/Manufacturing of Shippers will be sourced Local Supplier (Eastern Cape). (20)
   - Certification that the Supply/Manufacturing of Shippers will be sourced from other Provinces. (10)

Total 30

Currently Active Work Experience in Supply and Delivery of Shippers or equivalent distribution service.

3. **Tick a relevant box and provide evidence (copies of contract or orders awarded)**

NO.	Relevant experience for the period Period	Tick a Box	% or Points Allocation		
a)	0 – 3 years		(15)		
b)	4 – 9 years			(20)	
c)	10 years and above				(30)

Contactable Written References
(Reference to Project Reference Annexure)
1 x Reference (20)
2 x References (25)
3 x References (30)

Total 30

Total **100**

Note:

- A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

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PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ...(name and surname)

.....(company name)

Declare that I was the recipient (client) of the following Supply and Delivery services successfully executed by .....(name of bidder)

Project Name:

.....

Project Location:

.....

Project Duration /Period: ..... Completion date: .....

Contract Value:

.....

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A. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

Areas of Consideration	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and performance					
Personnel					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

.....

.....

D. Cell No. ..... E. Office No.:.....

E. Fax No. .....G. E-mail: .....

This signed at ..... on this .....day of 2017

***Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not Contactable NO POINT WILL BE AWARDED.**

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EVALUATION CRITERIA (PRICE EVALUTION)

- The bid will be evaluated in terms of the 80/20 point system as stipulated in the Revised Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor

- **NB:** Bidders are required together with their bids to submit original or certified copies of valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

- A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE

Example:

80/20

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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PART 2
Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidder's bid by the Eastern Cape Provincial Government, the DOH or any other authorized authority or person (as the case may be) and shall continue in force for the period of twelve (12) months. The bidder is further obliged to provide future support, while the contract is in force.

2. FEES AND CHARGES

2.1 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment.

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

2.3 To the extent that the DOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider 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. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

3.1 **The DOH's operational requirements.** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DOH and other parties occupying or operating from the relevant institution, P.E. Pharmaceutical Depot and or office and shall not do, or permit anything which may negatively impact on such parties' operational requirements.

3.2 **Problem identification and reporting.** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DOH at the relevant institution, P.E. Pharmaceutical Depot and or office.

Without detracting from the generality of this statement, Service Provider shall:-

- Without delay inform the DOH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant premises which involve Service Provider's personnel;

- Co-operate fully with the DOH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.

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

3.4 **Regulations and statutes** The Service Provider 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 DOH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

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

3.7 Should the DOH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DOH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delays

3.8 **Service Provider's procedures** The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager:-

Provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;

4. HAZARDOUS MATERIALS

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

5. FIRE RISKS

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

6. ENERGY MANAGEMENT

The Service Provider 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 manne

7. OCCUPATIONAL HEALTH AND SAFETY

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

The Service Provider:-

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

acknowledges that he is an employer in its own right with duties and responsibilities as

prescribed in the Act;

Agrees to comply with all rules and regulations implemented by or on behalf of the DOH at the relevant Instituion in covering letter relating to health and safety and will inform the DOH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the DOH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

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9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 8 above.

The provisions of GCC document contains the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 Compliance.

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

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

9.3 Records.

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

9.4 Measurement of performance

9.4.1 Periodic checks:

DOH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DOH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DOH.

Service quality audits required from contracted Service Provider in conjunction with DOH.

It is expected from the contracted Service Provider to conduct regular service quality audits against the building at a frequency not less than those indicated below:

Contract Period	Audit Frequency
First month	Weekly
Second and third month	Two weekly (bi-monthly)
Fourth month onwards	Monthly

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During these audits, the following will be determined:

- Whether or not the consumable are sufficient and effective.
- Whether or not all consumable goods/material delivered are is in working order and effective.
- Whether all consumable goods/material has been delivered according to the service schedule.
- Familiarize themselves with the building layout and contact person(s) acting on behalf of the Depot.
- The quality of all products used, and problems that may be associated thereto.

9.4.3 Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DOH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DOH.

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

9.5 Results of checks, audits and surveys

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

10. BREACH AND TERMINATION

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

11 LOSS AND DAMAGE

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

12. SUB-SERVICE PROVIDERS

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

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PART 3
Bid Strategy

PROCUREMENT OF SHIPPERS / CORRUGATED BOXES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF SIX (6) MONTHS

INTRODUCTION

1. Background

In an endeavor to fulfill the commitment a need arises to provide an immediate supply and delivery of Packaging Material/Shippers for the P.E. Pharmaceutical Depot in order comply with Medicine Control Council (MCC) and the National Core Standards requirements in terms of Domain 3 (Clinical Support) to ensure medicine availability to all Western Stream Demanders.

The Depot cannot be able to conduct its daily medicine distribution services without utilizing Packaging Material/Shippers that are continuously utilized for packing outgoing stock (Transit Out).

2. Problem Statement

It is imperative for the P.E. Pharmaceutical Depot of the Eastern Cape Department of Health to ensure that medicine distribution is under an integrated and optimized internal control system that is monitored throughout the chain by delegated officials from the Depots level until they reach the demanders at facility level.

3. Overall Objectives

This specification establishes the requirements of the P.E. Pharmaceutical Depot for the appointment of a suitably qualified and experienced Shippers distribution Service Providers on a rate-based price contract for a period of SIX (6) months.

STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Delivery Vehicle Driver.	• Supervision - (Name and ID number of a Supervisor to be deployed must be provided).
General Staff Requirements	Bidders are to allow for the provision of staff for loading and off-loading the delivery boxes. • Service staff – (List of names and ID numbers of staff to be deployed must be identifiable).

The successful bidder will be required to enter into a written contract with the Department. This contract will contain performance penalties based on clause 11 in Part 2 and service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

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Part 4

SPECIFICATION

Bid No.	**SCMU3 – P19/20-1471-PED**
Bid Description	**PROCUREMENT OF SHIPPERS / CORRUGATED BOXES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF SIX (6) MONTHS**

NO.	ITEM DESCRIPTION	SIZE	QTY (Monthly)	TOTAL QTY (6 Months)
1.	REF1 Boxes	229x152x152	1,200	7,200
2.	REF2 Boxes	229x305x152	1,500	9,000
3.	REF3 Boxes	432x292x229	1000	6,000
4.	REF 4 Boxes	580x320x430	200	1,200
		Total	**3,900**	**23,400**

Please Note!

Bidders will be expected to deliver per MONTH to ensure that their payments are processed within 30 days after each delivery to minimize delays in payments and reduce accrual payments being incurred to April 2020.

DEFINITIONS AND INTERPRETATIONS

In this Specification the following words and phrases shall have the following meanings unless the context otherwise requires:

"Facilities Manager" means the facilities manager employed or contracted by DOH to manage the facilities management related services at P.E. Pharmaceutical Depot and, including such party's delegated authority or persons appointed or designated by the Facilities Manager to perform functions on behalf of the Facilities Manager;

"Input Specification" means the input based definition of the Service obligations of the Contractor, as detailed under the heading Input Specification, Service Levels, Requirements, Criteria in the various tables contained in this Specification;

"Output Specification" means the output based definition of the Service obligations of the Contractor which is identified by being printed in bold italics and as may be detailed under the heading Output Specification in the various tables contained in this Specification;

"Provision of Packaging Material or Shippers" means the distribution service packages to be provided by the Contractor pursuant to this Specification;

"Packaging Material or Shipper Users" means the P.E. Pharmaceutical Depot and any of the Facility`s employee's and demanders who are users of the Boxes for packaging;

"Service Standards" means the service levels and criteria set out in this Specification - and the Appendices to this Specification document.

"The Supply and Delivery of Packaging Material or Shippers service staff" means persons engaged or employed by the Contractor to carry out the Boxes Delivery Services;

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2. SCOPE OF WORK

This section forms an integral part of the Project Specification. The purpose of this section is to provide prospective bidders with more information on the nature and extent of the Contract for bid purposes. It is not the intention of this Section to provide a full description of all tasks, functions and requirements and any omissions or ambiguities in this section shall not relieve the Contractor of any of his/her obligations under the Contract. Where minimum requirements are expressly specified in this section, such requirements shall however be binding to the Contractor.

2.1 Service Categories

- Provision of P.E. services may generally be divided into the following category:

  2.1.1 Supply and Delivery of Packaging Material/Shippers (Boxes)

Specific functions at each individual site will depend on local circumstances. Basic functions are described in the following paragraphs:-

(General Requirements With Regard To Personnel upon signing a contract)

- The Contractor undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the DOH may approve in writing.
- The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract, which the DOH may from time to time prescribe.
- If the DOH at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the DOH shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the DOH; and Furthermore, if the DOH requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the DOH with all available information upon request.
- The Contractor shall appoint personnel capable of communicating with DOH staff members in the language dominant in the area i.e. (Xhosa and English).
- The DOH shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the DOH, comply with a reasonable linguistic standard.
- The Supply and Delivery of Packaging Material or Shippers service staff may not be younger than 18 years of age.

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Supply and Delivery of Packaging Material or Shippers service staff

- At all times The Supply and Delivery of Packaging Material or Shippers service staff shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- The Supply and Delivery of Packaging Material or Shippers service staff shall at all times present a dedicated attitude/approach to staff, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- The Supply and Delivery of Packaging Material or Shippers service staff shall be physically healthy and medically fit for the execution of their duties.
- The Supply and Delivery of Packaging Material or Shippers service staff shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the DOH.
- The Supply and Delivery of Packaging Material or Shippers service staff are prohibited from reading office documents or rummaging through records.
- No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.

Training of personnel

- The Contractor shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the Specification and to the satisfaction of the DOH.

- Should any employee of the Contractor not perform his duties to the satisfaction of the DOH, the DOH may require the employee to undergo such training as the DOH may direct. The Contractor shall forthwith remove such employee from the site replace him/her with an alternative competent staff member and provide such training to the employee at no extra cost to the DOH.

- Should the DOH still not be satisfied with the performance of the Employee, the DOH may order the Contractor to withdraw the employee from the Site.

- The DOH may perform any tests, as he considers necessary from time to time to ensure that the quality of products supplied or provided by the Contractor is acceptable in terms of the Specification.

- The DOH or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

Supply and Maintenance of Equipment

- All other equipment including material, vehicles, and any other equipment necessary to execute this contract in accordance with the Specification, shall be supplied and maintained by the Contractor to the satisfaction of the DOH.

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NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions Applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as manufacturing, commissioning, provision of technical assistance, packaging, Supply and Delivery services 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.

5.2 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.

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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 cherub

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

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

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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.

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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 twelve (12) 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.

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