

INVITATION TO BID



DEPARTMENT OF HEALTH
Republic of South Africa

NDOH 14 / 2020-2021

**APPOINTMENT OF A THIRD PARTY
LOGISTICS SERVICE PROVIDER FOR THE
SUPPLY OF FORWARDING AND
CLEARING SERVICES FOR PERSONAL
PROTECTIVE EQUIPMENT (PPE)
PROCURED BY THE NATIONAL
DEPARTMENT OF HEALTH TO BE
CENTRALLY HELD IN A BUFFER STOCK
FOR A PERIOD OF SIX (6) MONTHS.**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH.					
BID NUMBER:	NDOH 14/2020-2021	CLOSING DATE:	16/07/2020	CLOSING TIME:	11:00
DESCRIPTION	Appointment of a service provider for the supply of forwarding and clearing services for personal protective equipment (PPE) procured by the national department of health to be centrally held in a buffer stock for a period of six (06) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Department of Health; Civitas Building; c/o Thabo Sehume and Struben Streets; CBD Pretoria.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@health.gov.za		E-MAIL ADDRESS	tenders@health.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

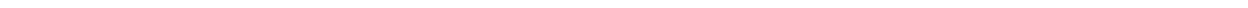
NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: NDOH 14/2020-2021
Closing Time 11:00	Closing date: 16/07/2020

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:

- At:

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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 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 any thing 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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



Private Bag X828, PRETORIA, 0001, Civitas Building Cnr Thabo Sehume & Struben Streets, PRETORIA 0001
Directorate: Supply Chain

Ref: NDoH 14-2020/2021

e-mail: tenders@health.gov.za

INVITATION TO BID: NDoH14 2020/2021

**THIRD PARTY LOGISTICS SERVICE PROVIDER FOR THE SUPPLY OF,
FORWARDING, CLEARING, WAREHOUSING AND DISTRIBUTION
SERVICES FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)
PROCURED BY THE NATIONAL DEPARTMENT OF HEALTH TO BE
CENTRALLY HELD IN A BUFFER STOCK STORE FOR A PERIOD OF SIX
(06) MONTHS.**

The National Department of Health (NDoH) is fully committed to the Constitutional objective of having fair, equitable, transparent, competitive and cost-effective procurement processes that are compliant with the country's imperatives of promoting structural transformation and broadening participation in the economy to strengthen economic development and empowerment of previously disadvantaged groups and individuals.

You are kindly invited to furnish the Department of Health with a tender for the supply of services shown on the attached forms.

1. Included are the General Conditions of Contract (GCC), Special Requirements and Conditions of Contract (SRCC) as well as the Standard Bidding Document (SBD). The Bid Response Document is available as a separate Excel file (Refer to Annexure XX)
2. The complete document with the attached forms must be completed in detail and returned with your bid. (Invitation to Bid document, all pages). Each bid document must be submitted along with a CD with the physical bid format as specified in a sealed package with the following information on the outside of the package: Bid Number and Closing date of Bid, full name and address of the Bidder, including the return address and full name of contact person.
3. The bid must be addressed to the Director-General, Department of Health, and be deposited into the bid tender box as indicated on the SBD1 form not later than the closing date and time of the bid. The tender box is located at the main entrance of the Department of Health, Civitas building, located on the corner of Struben and Thabo Sehume Streets, Pretoria.

Dikeledi Tshabalala

Chief Director: **Supply Chain and Asset Management**

For Director General



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

NDoH 14-2020/2021

**THIRD PARTY LOGISTICS SERVICE PROVIDER FOR THE SUPPLY
OF, FORWARDING AND CLEARING, SERVICES FOR PERSONAL
PROTECTIVE EQUIPMENT (PPE) PROCURED BY THE NATIONAL
DEPARTMENT OF HEALTH TO BE CENTRALLY HELD IN A
BUFFER STOCK STORE**

FOR THE PERIOD FOR A PERIOD SIX (06) MONTHS

BID VALIDITY PERIOD: 90 DAYS

CLOSING DATE AND TIME OF BID: 16 JULY 2020 AT 11H00

**Per regulations published under the Disaster Management Act,
2002. Gazette 18 March 2020.**

No public briefing session or bid opening will be held

All Bids are to be completed and submitted physically:



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1. Abbreviations

BAC	: Bid Adjudication Committee
B-BBEE	: Broad-Based Black Economic Empowerment
CSD	: Central Supplier Database
EAN	: European Article Numbering
EME	: Exempted Micro Enterprise
GDP	: Good Distribution Practice
MCPL	: Master COVID-19 Products List
NDoH	: National Department of Health
PPPFA	: Preferential Procurement Policy Framework Act
QSE	: Qualifying Small Enterprise
SAHPRA	: South African Health Products Regulatory Authority
SARS	: South African Revenue Service
SBD	: Standard Bidding Document
TCS	: Tax Compliance Status
VAT	: Value- Added Tax



2. Introduction

On 15 March 2020, the President declared a national state of disaster in response to the COVID-19 pandemic. The South Africa Government has taken pro-active measures to slow down and prevent the spread of the novel coronavirus-19 (COVID-19). Indications are that the early implementation of lock down measures have kept the rate of infections low resulting in limiting a flood of admissions to healthcare facilities across the country.

A fundamental aspect of The National Department of Health (NDoH) response to the COVID-19 pandemic relates to ensuring that adequate Personal Protective Equipment (PPE) stocks are available and accessible to all public sector health workers.

The objective of this Bid is to select the most suitable Logistic Service Provider, who can create a cost effective and highly responsive clearing offering to logistically support nationally procured PPE stocks to support a centrally held Buffer Stock Reserve Store located in the Gauteng Province. The PPE Buffer Stock Reserve will be used, at short notice, to supplement Provincial PPE stocks where provinces may run short due to sudden surges in demand for PPE created by COVID-19 Hotspots. The Buffer Stock will also be used as a secondary supply chain, should one of the provincial Depots, have to temporarily close for deep cleaning due to employee COVID infections at the workplace.

3. The bidding process

a. Briefing session

There will be no briefing session for this bid.

b. Subsequent dissemination of information

Interested parties are invited to submit all their enquiries online on the Tender Portal. Responses to these enquiries will be made in the form of briefing notes to all the interested parties to promote equal provision of information to all parties. No enquiries will be accepted three days before the closing date of the bid.

c. Adjudication process

Bids will be adjudicated according to policies prescribed by the National Treasury.



4. **Guarantee of performance**

The bidder identified as the preferred bidder subsequent to the adjudication of the bids must provide a Performance Guarantee in the wording and to the amount of the pro forma attached as Addendum 1 to the Terms of Reference included in this document. The final awarding of the contract is conditional upon the furnishing of this guarantee to the Department within seven (7) days from being so requested by the Department and the Department finding the guarantee acceptable.

The bidder may also provide other suitable and acceptable security, subject to the conditions mentioned above, to the Department to the value of at least R5,000,000 (FIVE MILLION RAND) and which includes, but is not limited to, an insurance contract of which the rights have been ceded to the Department for the bidder's due performance under the contract, or a cash deposit (to be held in trust) in the required amount.

5. **Service Level Agreement**

After furnishing an acceptable guarantee to the Department the successful bidder and the Department will conclude and enter into a Service Level Agreement in line with the proposed Service Level Agreement attached to the bid documents. The Service Level Agreement together with the attached Terms of Reference and General Conditions of Contract will constitute the entire agreement between the parties.

6. **Caveat and disclaimer**

Whilst all reasonable care has been taken to incorporate all the available information in preparing this Terms of Reference document, the information contained therein does not purport to be comprehensive. Nor should it be taken that any of the information will remain valid for the entire period of the bidding process, or of the subsequent contract period.

Due to the uncertain volumes of PPE required to protect healthcare workers and patients against COVID-19, the Department's operational needs may change from time to time. The capacity requirements quoted are thus likely to alter and this must be considered during the design of a bid.

The Department reserves the right to amend, modify or withdraw this Terms of Reference or terminate any of the procedures or requirements during the procurement process of the service at any time, without prior notice and without liability to compensate or reimburse any person in relation thereto.

The terms and conditions set out in this Terms of Reference regarding the content of any bid are stipulated for the express benefit of the Department and save as expressly stated to the contrary, may be waived at the Department's discretion at any time. The Department reserves the right to adopt any proposal made by a Bidder at any time and to include such proposal in any procurement documentation which may or may not be made available to other Bidders, without compensation. The Terms of Reference is provided solely for the purpose set out herein and is not intended to form any part or basis of any investment decision by Bidders, their equity members, or



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fundere. Each person to whom the Terms of Reference is made available is to make its own independent assessment of the service after making such investigation and taking such professional advice as it deems necessary.

This document may not be reproduced, furnished to any other person, referred to, or used for any purpose other than as intended by the Department of Health.

7. Bidder Qualifications

Bidders must indicate their ability to fulfil the requirements the Terms of reference by means of a proven track record for similar sized projects as well as a detailed definition of the proposed operating model proposed to meet the requirements stated in this Terms of Reference. The NDoH reserves the right to inspect the bidder's operation and visit one or more of their sites to measure the capability of the bidder.

Failure to address each of the Department's requirements in a satisfactory and detailed manner will lead to disqualification by the adjudication of the tender.

MANDATORY REQUIREMENTS

- a. The successful bidder must under Regulation 9 of The Preferential Procurement Regulations 2017, sub-contract at a minimum of 30% (of the value of the contract) to (one or more) to an EME or QSE which is at least 51% owned by:

- black people;
- black people who are youth;
- black people who are women;
- black people with disabilities;
- black people living in rural or under develop areas or townships;
- black people who are military veterans;
- A cooperative which is at least 51% owned by black people;

All Sub-contracted suppliers must be registered on a National Treasury Central Supplier Database (CSD) as an approved supplier of goods or services.

- b. It is an absolute condition of the bid that the taxes of the Service Provider must be in order, or suitable arrangements have been made with South African Receiver of Revenue (SARS) to satisfy them.
- c. Valid proof of registration from SAHPRA in South Africa.
- d. Bidder must ensure register on government's Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable NDOH to verify the supplier's tax status on CSD.



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- e. Bidder may also provide tax compliance status PIN to view a bidder's tax status profile
- f. The CSD and the Tax compliance status PIN are approved methods that will be utilised to verify tax compliance as SARS no longer issues Tax Clearance Certificates but has made an online provision available, via eFiling, to bidders to print their own Tax Compliance status/ clearance which they can submit with their bids.
- g. Bidders who fail to provide proof of tax compliance status will be rejected.
- h. Each party to a consortium/ Joint Venture / sub-contractor must submit a separate CSD and the Tax compliance status PIN. Failure will result in the disqualification of the bid submitted.
- i. Bids transmitted by telegram, telex, facsimile, e-mail or similar will not be considered.

a. Legislative Requirements

- a) The service provider must be registered by the South African Health Products Regulatory Authority (SAHPRA) to render PPE warehousing and distribution. The warehouse will be managed according to South African Good Wholesaling Practice guideline for wholesalers
- b) The warehouse must have been constructed according to South African National Standard 10400 as published by the South African Bureau of Standards (SABS).
- c) The service provider must be compliant and abide to Occupational Health Safety Act.

b. Other Requirements

- a) ISO 14000 certification is desired - but is not compulsory
- b) Valid Workmen's Compensation Certificate of good standing under the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

The Service Provider will upon award of the Tender provide a Letter from their insurer, not older than 30 days confirming the following cover:

- a) Adequate Public Liability Insurance
- b) Goods insurance to the minimum value of Five Million Rand



c. Clients References

Service Providers are requested to please detail the following information for their main customers:

- Type of Services
 - Please provide a comprehensive description of the services provided to this client
- Contract Value
 - Please provide an annual value in ZAR attributed to the business of this client
- Years in Operation
 - Please indicate the number of years for which you have provided operations for this client
- Contact Details of Reference
 - Email address
 - Contact Number

9. Logistical Service Requirements Overview

9.1. Information Systems

- The service provider must have ERP software programme capable of managing product efficiently by Batch and Expiry to manage the PPE Buffer Stock Store and its operations.
- The Service Provider must have either a Transport Management system or establish an interface to its Sub-contracted Transport Provider(s).
- The service provider will grant the NDoH secure access to the software enabling remote real-time access to supply management data and transactional records. The NDoH must be able to download and export supply management data for analysis and processing through the access granted by the service provider.
- b) The service provider will train and support the NDoH on the use of and access to its ERP system, including future system upgrades.

9.2. Customs Clearing in RSA

The service provider will be responsible for managing all import formalities for Customs Clearing in RSA for donated PPE product and for securely delivering cleared PPE product to the service providers warehouse. The service provider must provide a full detail of all clearing and transport charges for clearing either air freight or sea freight at the various ports.

The service provider will also be responsible processing all required paperwork for imported donated goods that are zero rated as per the DOH's import license.



9.3. Incoming Goods

The percentage of products that is expected to be sourced from local suppliers versus international suppliers has been defined in the table below:

Source of Supply	Percentage of Total Supply
Local	60%
International	40%

*The figures above are estimates only.

9.4. Advanced Shipping Notice

The Department will advise the Service Provider of all inbound Purchase Orders within 24 hours of being placed and the expected date of receipt.

Format in which Purchase Order information will be given to the Service Provider

Supplier Reference	Supplier Name	Purchase Order Number	Item Number	Product Description	Unit of Measure	Quantity
MAA1234567890	Progress Widget Supply	12345678	222000987	EXAMINATION GLOVES TYPE-2 SMALL (50 in a Box)	100	200 000

It is a requirement that the Service Provider will capture this information into their Warehouse Management System as an expected receipt against which the inbound goods are to be recorded against and reported against.

Once the supplier from whom the goods have been purchased / Donated has dispatched the purchase order, the Department will provide the Service Provider with the following information

- Exact date of arrival
- List of items by Batch / Expiry Date and quantity to be received
- Name of shipping/transport company

9.5. Signing for receipt of the inbound shipment

- On Receipt of the inbound shipment, the Service Provider must sign for receipt of the delivery by completing and stamping the shippers Proof of Delivery (POD) documentation. Taking care to record on the shippers POD, the number of cartons received, name of the person receiving the shipment, the date and time of receipt as well as noting any signs of visible damage or signs of tampering on the pallets/cartons received.
- It must be noted that once the Service Provider has taken over the consignment from the Shipper/Supplier, responsibility of the inventory transfers to the Service Provider.



9.6. Inspecting quantity and quality on receipt

- All inbound shipment must be checked and loaded onto the Service Providers system within 12 working hours of Receipt.
- Against the Suppliers delivery documentation, the Service Provider will check-in the consignment. Taking all due care to ensure all goods received match the supplier's invoice with regards to:
 - Quantity (Total number of cartons by units per carton- equals total number of units of measure
 - Item matched the item described on the supplier's invoice/delivery note

If applicable

- Batch Number - matched to what is displayed on the UOM and single item within the handling UOM item against what is described on the supplier's invoice/delivery note
- Expiry Date - matched to what is displayed on the UOM and single item within the handling UOM item against what is described on the supplier's invoice/delivery note.
- It must be noted that if the expiry date of the product being received, is less than 12 Months, the product must be rejected and placed in an area for receiving discrepancies.

9.7. Reporting and Management of Receiving Discrepancies

Receipt Incident Reporting

- The Service Provider is to provide a reference number for all errors noted during the receiving process. This will be the reference, against which the Service Provider and the Department can report, track, and trace of discrepancies raised during the receiving process.
- The Incident Reference Number must be quoted on documentation such as GRV's and all correspondence to the Department.

Possible damages / shortages noted on the POD

- In instances where damage and or tampering of the consignment was noted on the shippers/supplier's delivery note (POD). The Service Provider is to take photos of the potential damage/tampering and forward copies of these photos together with a copy of the signed and commented POD, and a copy of the supplier's delivery note, to the Department. The Department will assign a person(s) who will be tasked with managing receiving discrepancies. These Incidents must be communicated to the Department within 1 hour of the goods being received.

Shortages

- Shortages found in the fine checking process must be recorded against an Incident Reference Number. The Service Provider must report the incident to the Department within 12 hours of identifying the shortage.



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- This information will be used by the Department to claim for shortages discovered in the checking process from the supplier.
- Cartons found to be short must be put aside in a secure segregated area designated to receiving discrepancies. The cartons must be clearly marked with the Incident Reference Numbers. The balance of the consignment must be receipted, put away and made available for sale.

Damages

- Damages found in the fine checking process must be recorded against an Incident Reference Number. The Service Provider must report the incident to the Department within 12 working hours of identifying the damage.
- This information will be used by the Department to claim for Damages discovered in the checking process from the supplier.
- Cartons found to be damaged must be put aside in a secure segregated area designated to receiving damages. The cartons must be clearly marked with the Incident Reference Numbers. The balance of the consignment must be receipted, put away and made available for sale.

Excess product received

- Should the quantity of the item being receipted exceeds the supplier's invoice/ delivery note, then an Incident Reference Number must be raised and recorded on the supplier's invoice/delivery note. Using the Incident Reference Number, the Service Provider is to capture the excess stock into its stock management system as a receipt.
- The Service Provider must then forward copies of the supplier's delivery note, to the Departments person(s) assigned with managing receiving discrepancies within 12 working hours.

Incorrect Product Received

- Where the Service Provider during the receipt checking process, finds that the item supplied was not on or as per the Suppliers invoice, then item in question must be put aside in a secure segregated area designated to receiving discrepancies. The cartons must be clearly marked with the Incident Reference Number. The balance of the consignment must be receipted and put away and made available for sale. The item that was mistakenly supplied against the item described on the invoice must be receipted as zero on the system and flagged against the same Incident Reference Number. The Service Provider must inform the Department of the incorrect supply within 12 working hours.

Expiry Date less than 12 months

- Where the Service Provider during the receipt checking process, finds that the expiry date of the item supplied is less than 12 months from the date of receipt till expiry. The item in question must be put aside in a secure segregated area designated to receiving discrepancies. The cartons must be clearly marked with the Incident Reference Number. The balance of the consignment must be receipted and put away and made available for sale. The short-dated item that was supplied, must be receipted as zero on the system and flagged against the same Incident Reference Number. The Service Provider must inform the Department of the incorrect supply within 12 working hours.

Resolving Receiving Discrepancies



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- Resolving goods stored in the segregated area's relating to receiving discrepancies will be addressed once a week by the Department. Resulting in either the supplier uplifting the goods in the segregated area, or the Department arranging for the goods to be uplifted by a designated Service Provider for destruction.

9.8. Quality Control

Sampling for quality testing

- On the occurrence of each receipt. 3 samples from of SKU/batch/expiry received, are to be drawn from 3 random cartons and sent to the SABS (1 Dr Lategan Road Groenkloof Pretoria 0181) within 2 hours of the product being received. Details of the contact person to whom the samples must be sent will be advised on award of the Tender.
- The Service Providers warehouse management system must keep record of the stock sent to the SABS for testing - a "Samples sent to Testing" Delivery Note document must accompany the samples the document must contain the following information /fields:
 - National Department of Health Logo
 - Unique document reference number
 - Reference to the NDoH Purchase Order Number
 - Reference to the GRV number
 - Date the document was generated
 - The fully address detail of the SABS delivery point
 - Marked for attention Mrs/Mr (Name contact number to be provided on award of the Tender)

List of all items pertaining to a specific GRV listed by:

- Item code
- Item description
- Batch / Expiry
- Quantity = (3 single items)
- A place on the Sample Delivery Note for the person receiving the goods to record:
 - Name
 - Rank
 - Persal Number / ID number
 - Date received
 - Total single items received
 - Signature
 - Facility Stamp

The POD for the sample delivery to the SABS must be scanned and treated like a normal Healthcare Establishment POD process.



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NB: All stock received must go into a quarantine hold while and remain on hold until instruction is received in writing from the Department to release inventory relating to that receipt. The written instruction given, will reference the GRV number and the item code/description.

9.9. Receiving Documentation Pack

- Once a week on a Monday the Service Provider must make up a document pack per receipt and hand over the accumulative receipts for the prior week (Monday through Friday) on a handover cover sheet referencing all the GRV's for that period. (If no GRV's were generated a blank cover sheet for the period must be generated and handover to the Department).
- The Document Pack must be made up of the following documents:
 - A copy of the Departments Purchase Order
 - The Suppliers original Invoice
 - A copy of the system generated GRV detailing:
 - The items received (Description / Quantity / Batch / Expiry / invoice price matching the Purchase Order)
 - Incident reference number where applicable, against the line item in dispute.
 - Copy of the POD, reflecting the Service Providers Stamp with the name of the person who signed for the consignment.

9.10. Return to Supplier Documentation Pack

- Once a week on a Monday the Service Provider must make up a document pack per Return to Supplier and hand over the accumulative returns for the prior week (Monday through Friday) on a handover cover sheet referencing all the returns to supplier for that period. The Cover sheet must reference the week number and the date range. (If no returns were generated a blank cover sheet for the period must be generated and handover to the Department).
 - The Document Pack must be made up of the following documents:
 - A copy of the Incident Report
 - A copy of the suppliers original Invoice relating to discrepancy.
 - A copy of the system generated return to supplier note, detailing:
 - The item(s) returned (Description / Quantity / Batch / Expiry / Reference to the supplier's invoice number and reference to the original GRV number on which the consignment was receipted)
 - The Returns Note must also reflect the vehicle registration, the person's name, signature, and date the return was collected.
 - A driver's license Copy of the persons who collected the returns.
 - The Service Provider is to keep a copy of all receiving and returns documentation filed in date order.



10. Pallet and Carton storage

- All goods ordered by the Department will be in multiple of carton quantities and where possible rounded off to pallet quantities.
- It must be noted that the same product will be ordered from multiple suppliers and will in most instances be supplied in different carton quantities and pallet quantities.
- Therefore, the Service Providers warehouse management system must be able to manage multiple cartons and pallet quantities for the same item code.

Pallet configurations

- All locally supplied products will be packed on standard 1.2 x 1-meter wooden pallets with a stacking height not exceeding 2.0 meters. Maximum weight 1000 Kilograms.

Carton configurations

- As there are a variety of line items (SKU's) that the Service Provider will be required to store and handle there will be no consistency in carton sizes or weights.

11. Order Capture/Entry

- The Department will daily, (Tuesday through Saturday) provide the Service Provider, by 09H00, with a schedule of all orders for picking and dispatching for that day.
- The quantities placed on the batch of Orders given to the Service provider will be based on the Stock on Hand (SOH) provided by the Service Provider, in an agreed format, at close of business the evening before (Last working day).
- The Service provider will then round up the quantities to the nearest carton quantity for that item. The Service provider will then by 09H30, provide the Department with feedback as to the increased quantities supplied per order line per Healthcare establishment.
- Should the rounding exercise result in insufficient stock to fulfil all total quantity for that line item for that day's orders, the Service provider must first consult with the Department. The Department will then, based on the carton quantity that the Service Provider intends supplying, revise that line for all Healthcare Establishments and return said requirement by 10H30.
- Therefore, it is foreseen that there will be no back orders requirement from the Service Provider.
- However, should the information, provided by the Service provider, be incorrect for whatever reason, and should the total quantity (per line) given for the day's orders exceed the available SOH for that line. Then the Service Provider must advise the Department by no later than 09H30 as to the quantum that cannot be fulfilled. The Department will then revise that line on all the orders submitted for that day and resubmit by revised quantities no later than 10H30 the same day.
- Orders will be provided to the Service provider for Uploading in an agreed format.
- The following information will be provided per order
 - Healthcare Establishment Reference ID
 - Healthcare Establishment
 - Product Item Number



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- Product Description
- Unit of Measure (UOM)
- Quantity (Number of UOM)

Example

Establishment Reference ID	Establishment Reference Name	Item Number	Product Description	Unit of Measure	Quantity
521442	Universitas Hospital	222000987	EXAMINATION GLOVES TYPE-2 SMALL (50 in a Box)	100	20
217215	Chris Hani Baragwanath Hospital	222000993	MASK RESPIRATOR N95 1'S	20	100

12. Picking

- Only carton quantities will be requested as per the Ordering Process described in point 5.
- Care must be taken to ensure goods are picked on a first expiry, first out principle. If the product does not have an expiry the first received, first out methodology must be practiced.

13. Checking and “Invoicing”

- All goods must be checked for correctness prior to the order been dispatched. Care must be taken to ensure that the goods correspond to the batch and expiry requested at the time of picking.
- It is important to ensure that the quantity ordered matches the quantity been checked and invoiced.
- Each carton must be labelled with a label that reflects the following:
 - Order number
 - The Date the goods were checked
 - The Item description
 - The carton quantity
 - Batch / Expiry
 - Carton number count.
 - Should the number of cartons for that item on the order, make up a full pallet for the item - then the pallet must be wrapped in stretch wrap and a single label can be applied to the pallet detailing the following information.
 - Order number
 - The Date the goods were checked



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- The Item description
- The carton quantity for a single carton
- Batch / Expiry
- Total number of Cartons on the pallet
- Total quantity of units on the pallet.
- Should the last mile delivery process not be able handle/manage delivering in pallet configurations - then rather apply the loose carton labelling process to avoid confusion at the point of delivery.
- Each consignment must be accompanied with a system generated Delivery Note. The Delivery Note must be titled “National Department of Health - PPE Buffer Stock” (As there is no Debtor’s process required. There will be no need to generate a Tax Invoice).
- The Delivery note must contain the following information:
 - National Department of Health Logo
 - Unique reference number to the delivery note
 - Reference to the Order number
 - Date the document was generated
 - The full address detail of the delivery point.
 - List of all the items in the consignment by:
 - .1. Item code
 - .2. Item description
 - .3. Batch / Expiry
 - .4. Quantity ordered
 - .5. Quantity supplied
 - .6. Unit price
 - .7. Extended price (quantity x Unit price)
 - .8. Total consignment value.
- A place on the delivery note for the person receiving / checking the goods to record:
 1. Name
 2. Rank
 3. Persal Number/ ID number
 4. Date received
 5. Total number of cartons received
 6. Signature
 7. Facility Stamp
 8. Number of cartons received damaged



14. Dispatching

14.1. Delivery Management

Fleet Requirements

- Comply with SANS 10231: The transport of dangerous goods by road
- Comply with SANS 10232-1/3/4: Transport of dangerous goods – Emergency information systems
- Comply with SANS 10299-1/2: The transport of dangerous goods: Packaging and large Packaging for road and rail
- Comply with SANS 10230: Inspection requirements for road Vehicles

Delivery Requirements

PPE products will be delivered in varying volumes to the public sector Healthcare establishments comprising of:

1. Hospitals (Tertiary. National Central, Regional, District Specialised and Temporary Field Hospitals.
2. Community Healthcare Centres
3. Primary Healthcare Clinics
4. Provincial Depots

Province	Estimated Percentage of Total Volume
Hospitals	20%
Community Healthcare Centres	10%
Primary Healthcare Clinics	10%
Provincial Depots	60%

- The Service Provider will be responsible for arranging and managing the delivery network.
- The expected distribution volumes per Province reflected in the table below: The table represents the expected volume split over the next 6 months:

Province	Percentage of Total Volume
Eastern Cape	13.1%
Free State	3.0%
Gauteng	26.3%
KwaZulu-Natal	26.6%
Limpopo	7.9%
Mpumalanga	5.1%
North West	3.2%



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Province	Percentage of Total Volume
Northern Cape	1.0%
Western Cape	13.9%

Order tracking

- The service provider must provide Web based system for the Department to be able track and trace an order from order receipt through the operational processes to delivery. The operational steps must be date and time stamped.

POD Management

- The Service Provider will be responsible for ensuring a signed and stamped copy of the delivery note is used as the POD.
- POD must be scanned and stored on the Service Providers system for easy retrieval.
- The NDoH must have access to the POD system and be able to print/email a POD from the system.
- The NDoH will require the Service Provider to produce a monthly report by province, by facility showing:
 - Order number
 - Name of the person who accepted the delivery
 - Date/time the delivery was made
 - Any discrepancy between number of cartons dispatched and number of cartons received
 - Number of cartons received damaged.

15. Returns / Product Recall

Returns

- No returns must be accepted from any Healthcare Establishment unless specifically instructed in writing by the Department to uplift.

Recalls

- If a recall of an item is necessary. The Department will meet with the Service Provider to plan the recall.
- All recalled items must be kept in a segregated area in such a way that these goods cannot be allocated for redistribution.

16. Inventory Management

- On Receipt, the Service Provider will take over responsibility for the safekeeping Storing and care in handling of all inventory.



Cycle counting

- The Service Provider will implement a daily cycle counting program, whereby all products must be cycle counted over a period of a calendar month.
- Stock must be counted and balanced by batch and expiry.
- By the 5th working day of the new month the Service Provider will be required to produce an accumulative report on all count discrepancies for the preceding month and contract period to date.
- The Report must reflect count results by line item by batch / expiry for both positive and negative variances extended by the receipted value of that item.
- With the Monthly Cycle Count report. The Service Provider must provide a set of actions that will be implemented to improve/maintain inventory levels to ensure an inventory accuracy of 99.95% (physical stock vs system theoretical stock)

Stocktake

- At the end of October 2020, the Service Provider will be required to conduct a full wall to wall stocktake under the supervision of the Department and the Auditor General. Should the contract be extended past March 2021 a second full stocktake will be required at the end of March 2021. Stock must be counted and balanced by batch and expiry.
- By the 5th working day of the April 2021 the Service Provider will be required to produce an accumulative report reconciling all products by positive accumulative quantity and value of receipts / Facility returns. Offset negatively by adjustments for damages, sales and returns to supplier and cycle /stocktake count discrepancies for the contract period to date.



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17. KPI Reporting

The Service Provider must calculate and provide the following KPIs to the Department separated for each commodity category and Healthcare Establishment type. All raw data used in the calculations must also be provided. Complete or partial back orders due to insufficient stock should not be considered when calculating these KPIs.

Process / Activity	KPI	KPI Calculation	Service Definition	Target Performance Level	Period used as Basis for Calculation
Overall process	% of orders prepared and delivered in full	Number of approved orders that are prepared and delivered in full divided by total number of orders prepared and delivered x 100.	<ul style="list-style-type: none"> All orders are delivered in full (i.e. complete: all lines and all units, excluding full or partial backorders). 	99.5%	Daily
	% of orders prepared and delivered on time	Number of approved orders that are prepared and delivered to final customer on time divided by total number of orders prepared and delivered x 100.	<ul style="list-style-type: none"> All orders are prepared and delivered on time 	99.5%	Daily
Product reception	% of inbound deliveries received on time	Number of inbound replenishment order lines made available in the system in the agreed time divided by total number of order lines in replenishment order x 100.	<ul style="list-style-type: none"> Replenishment orders are made available in the system within 12 working hours from the time the order arrived in the warehouse. 	99.5%	Weekly
Inventory management	% of deviation in inventory units	1 - (number of actual units on hand minus total number of stock units in the system) divided by total number of stock units in the system x 100.	<ul style="list-style-type: none"> Units on hand will be equal to units within the system. This metric is measured following the cycle count program agreed with NDoH. 	99.5%	Daily



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

Process / Activity	KPI	KPI Calculation	Service Definition	Target Performance Level	Period used as Basis for Calculation
	% of deviation in inventory value (ZAR)	Value of actual units on hand divided by value of total stock units in the system x 100. Note: This KPI will be calculated by NDoH based on the % of deviation in inventory units.	<ul style="list-style-type: none"> Value of units on hand will be equal to value of units within the system. This metric is measured following the cyclical count program agreed with NDoH. NDoH will calculate this KPI using the most recent ex-factory prices. 	100%* Full investigation if >R5,000	Monthly
Order preparation	% of orders prepared in full	Number of orders prepared and shipped without any preparation errors divided by total number of orders prepared and shipped x 100.	<ul style="list-style-type: none"> All orders are prepared complete. Potential errors include picking, delivery documentation, package labels, etc. 	99.75%	Daily
	% of order lines prepared in full	Number of order lines prepared and shipped without any preparation errors divided by total number of order lines prepared and shipped x 100.	<ul style="list-style-type: none"> All order lines are prepared complete. Potential errors include: picking, delivery documentation, dispatch labels, etc. 	99.9%	Daily
	% of order lines prepared on time	Number of order lines received by cut-off time and prepared on time divided by total number of order lines received by cut-off time x 100.	<ul style="list-style-type: none"> All order lines are prepared on-time (refer to timing requirements). 	99.9%	Daily
Order delivery	% of orders delivered in full	Number of orders delivered without any transportation errors divided by total number of orders delivered x 100.	<ul style="list-style-type: none"> All orders are delivered with no errors. Potential errors include: damaged or broken products, late deliveries, delivery to wrong address, dispatch labels, etc. 	99.75%	Daily
	% of orders delivered on time	Number of orders delivered on time divided by total number of orders delivered x 100.	<ul style="list-style-type: none"> All orders are delivered in the agreed time (refer to timing requirements). 	99.9%	Daily
Proof of delivery (POD)	% POD's scanned against the delivery	Number of POD's scanned on time divided by total number of orders delivered x 100.	<ul style="list-style-type: none"> All POD's scanned in the agreed time (refer to timing requirements). 	99.5%	Weekly



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

Process / Activity	KPI	KPI Calculation	Service Definition	Target Performance Level	Period used as Basis for Calculation
Returned product handling	% of returns managed on time	Number of return instructions managed in the agreed time divided by total number of return instructions scheduled by NDoH x 100.	<ul style="list-style-type: none">• All returns will be processed within 24 hours from product receipt.• For returns with potential for reintegration (picking/supply errors), the Service Provider must submit the Quality Inspection Document to NDoH by email within 48 hours from product receipt.	99.5%	Monthly



18. Penalties Scheme

▶ Reporting of Service Levels

All service levels which are required to be reported by SERVICE PROVIDER will be calculated at the frequency specified in the column headed "Calculation Frequency". KPIs calculated daily will be reported daily and those calculated on a weekly or monthly basis are reported monthly.

For all KPIs, with a special focus on preparation and delivery errors, SERVICE PROVIDER will demonstrate their continuous effort to improve their performance and reach the specified target levels.

▶ Exceptions

SERVICE PROVIDER shall not be liable for any failure to achieve a Service Level and any Service Credits to the extent such failure is caused by any of the following:

- A Force Majeure Event;
- Any act or omission of NDoH, including NDoH's failure to perform its obligations pursuant to this Agreement.

All order picking incidents will be investigated and included in the KPI calculation if applicable. Unless there is strong evidence of SERVICE Provider's fault, SERVICE PROVIDER will not be held financially accountable for order picking incidents reported by NDoH more than 72 hours from the time of order delivery.

NDoH will allow for a 0.5% deviation in inventory units (not to exceed R50,000 for the contract period, calculated at receipted cost) due to losses and shrinkage in the warehouse and transportation during the contract period. This reconciliation will be done every three (3) months. Any other losses, damages, or inventory adjustments in the warehouse due to SERVICE PROVIDER negligence will be reimbursed to NDoH at receipted cost. Additionally, any other losses and damages during transportation due to SERVICE Provider's negligence will be reimbursed receipt cost, including all charges related to the new replacement order.

Penalty-applicable KPIs

Process / Subprocess	KPI	KPI calculation frequency	Performance levels		
			Target	Penalty applicable	Contract termination applicable
Overall process	% of approved orders prepared and delivered in full	Daily	99.5%	≤ 97.5%	≤ 95.0%
	% of approved orders prepared and delivered on time	Daily	99.5%	≤ 97.5%	≤ 95.0%

Contractual penalties will not apply during the first 2 months of this Agreement. Contractual penalties for each performance indicator will be 1% of total monthly fees during the second half of the first 6 months and 2% of



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

total monthly fees thereafter should the contract be extended. These penalties are additive up to a maximum of 2% of annual fees. These penalties are calculated and paid monthly.

Non-penalty applicable KPIs

Process / Subprocess	KPI	KPI calculation frequency	Performance levels		
			Target	Critical	Contract termination applicable
Order preparation	% of approved orders prepared in full	Daily	99.75%	≥ 0.90%	≥ 2%
Order delivery	% of approved orders delivered in full	Daily	99.75%	≥ 0.85%	≥ 1.5%
Returned product handling	% of return orders managed on time	Monthly	99.5%	≤ 95.0%	n/a
Product reception	% of replenishment order lines received on time	Weekly	99.5%	≤ 95.0%	n/a
Inventory management	% of deviation in inventory units	Daily	99.5%	≤ 97.0% (incl. allowance)	n/a
	% of deviation in inventory value (ZAR)	Monthly	100% (Full investigation if > R5,000)	≤ 97.0% (incl. allowance)	≥ 90.0%
Incident management	% of incidents solved on time	Monthly	99.5%	≤ 90.0%	n/a



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The information supplied in the subsequent sections should be used for calculating the total expected cost of rendering the required services. Any assumptions made must be clearly stated.

19. Delivery points

See attached list of delivery points



PPE_Facility Master
May 2020.xlsx

Geographic area	Local	Country	Far Country
Gauteng	24	48	72
Kwazulu-Natal	24	48	72
Western Cape	48	72	96
Free State	24	48	72
Limpopo	24	48	72
Mpumalanga	24	48	72
Eastern Cape	48	72	96
North-West	24	48	72
Northern-Cape	48	72	96

20. Item Master Data

Products are expected to be distributed in the unit of measure defined below. The number of units converted to cases and pallets are provided as a guide only - Suppliers for these items will continuously change with each supply tender awarded.

Commodity	Units Per Case	Case Weight (kg)	Case Dimensions	Cases/Pallet
Apron	30*	54*	30 cm x 30 cm x 23 cm*	26*
Biohazard bag	1000*	22.66*	32 cm x 26 cm x 25 cm*	36*
Boot Covers	500*	13.5	60 cm x 42 cm x 30 cm*	8*
Coveralls	100	15*	44 cm x 60 cm x 38 cm	8
Examination Gloves	1000	5.484	32 cm x 26 cm x 25 cm	36
Goggles/Face-Shield/Visor	50	7.342	24 cm x 95 cm x 56 cm	4
Gowns	30*	54*	30 cm x 30 cm x 23 cm*	26*
Particulate respirator, grade N95	900	11.2	44 cm x 63 cm x 47 cm	4
Scrubs	30*	54*	30 cm x 30 cm x 23 cm*	26*
Surgical Gloves	500	2.742*	16cm x 26 cm x 25 cm*	16
Surgical Mask - HCW	2000	9.2	43.5 cm x 55.7 cm x 42 cm	8
Surgical Mask - Patient	2500	9.25	56 cm x 47 cm x 30.5 cm	12



*Estimates of expected dimensions and weight

21. Warehousing

The Service Provider will be responsible for all warehousing of supplied products from initial receipt until final point of Delivery. It is envisaged that the Buffer Stock will be housed in one strategically located geographical area to ensure a proposed lead time are met.

The Service Provider must make provision enough storage capacity to meet the estimated pallet capacity plus 10 percent additional capacity.

Note no hazardous product (Alcohol based sanitizers) will be part of the Buffer Stock holding

Commodity	Total Estimated number of pallet positions required over the period	Average Estimated number of pallet positions required over the period
Apron	19699	3283
Biohazard bag	650	108
Boot Covers	2731	545
Coveralls	12	2
Examination Gloves	3055	509
Goggles/Face-Shield/Visor	10664	1777
Gowns	13564	2261
Particulate respirator, grade N95	6597	1011
Scrubs	343	57
Surgical Gloves	1845	308
Surgical Mask - HCW	3839	640
Surgical Mask - Patient	1726	288

*Estimates number of pallets per commodity

The Service Provider must deliver all products between 08:00 and 16:00 to ensure that the facility can receipt the products. The Service Provider must enable express and overnight deliveries upon request.

22. Quality management system

The service provider must have a quality management system (QMS) in place describing the procedures that are in place in its organisation. The NDoH reserves the right to verify the existence and validity of the QMS.

Sections	Issues
----------	--------



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

General issues	Code of conduct Anti-fraud policy Functional organisational chart
Process	Internal process quality control
Legal	Copies of all required documents
Risk management	Pharmaceutical risk management Emergency planning and prevention
Management Information System reporting	PPE supply information dashboard
Administration & Logistics	Contacts Keys and access management Security and guarding of premises Fleet management Management of assets
Human Resources	Staff contracts and job descriptions Working conditions Hygiene and security (Safety of workplace)
Information Technology	Hardware installation and maintenance Software qualification, updates and daily maintenance IT security & organisation of back-ups
Archiving	Paper and electronic archiving
PPE management	Applicable norms and standards Copies of all forms and notes
Storage	Receipt merchandise Quantitative check receipt merchandise Reporting process (quantitative issues) Inventory Customer service, return of products Management of expired, damaged products Batch tracking Product or batch recall Quarantined stock and returned stock
Stock take	Stoke take process Variances report and reconciliation
Transport	Transport conditions: safe & secure Delivery and supply documentation

The QMS should cover at least the following issues:



23. Evaluation Criteria

The bid evaluation process will be in two (02) Phases, namely:

- Phase 1: Service Proposals are assessed according to the technical evaluation criteria as indicated. The service provider must achieve a minimum of 60 percent in order to proceed to the next Phase; and
- Phase 2: by application of the 90/10 preference points system, and bidders are required to submit an original valid or certified copy of B-BBEE status level of contributor certificates or sworn affidavit. In case of joint venture, consortium or partnerships the consolidated valid BBBEE certificate or certified copy.

23.1. Calculating of points for B-BBEE status level of contribution

Points will 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
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

23.2. Technical Evaluation Criteria

If service providers do not meet the below mentioned technical criteria will be disqualified automatically therefore not considered for further evaluation.

The Service Provider must provide a business profile or any other applicable information which outlines how the LLP meets the technical aspects. The Service Provider must also provide of how it intends to meet the delivery criterial in servicing all the delivery points on the facility master.

The Bidder must achieve a minimum of 60 points to be considered for the next Phase of Evaluation.

STAGE 2		
	Category	



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	Weight	Value/ Indicator	Total (Weight X Value awarded)														
<p>A proposed project plan, Methodology and Management of the project</p>	<ul style="list-style-type: none"> • A details project plan with intermediate and final outputs and identified timeframes/ milestones. • Proposed Methodology • Management of the project <table border="1" data-bbox="386 432 948 724"> <thead> <tr> <th>Project plan, methodology and project management</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>Project plan and methodology action well broken down; with detailed objectives and milestones.</td> <td>5</td> </tr> <tr> <td>Project plan and methodology, action identification basic; clear objectives and clear milestones.</td> <td>4</td> </tr> <tr> <td>Action plan provided with no deliverables and timeframes.</td> <td>3</td> </tr> <tr> <td>Limited information provided on the action plan</td> <td>2</td> </tr> <tr> <td>Task not well understood.</td> <td>1</td> </tr> <tr> <td>No information provided</td> <td>0</td> </tr> </tbody> </table>	Project plan, methodology and project management	Indicator	Project plan and methodology action well broken down; with detailed objectives and milestones.	5	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4	Action plan provided with no deliverables and timeframes.	3	Limited information provided on the action plan	2	Task not well understood.	1	No information provided	0	40		
Project plan, methodology and project management	Indicator																	
Project plan and methodology action well broken down; with detailed objectives and milestones.	5																	
Project plan and methodology, action identification basic; clear objectives and clear milestones.	4																	
Action plan provided with no deliverables and timeframes.	3																	
Limited information provided on the action plan	2																	
Task not well understood.	1																	
No information provided	0																	
<p>Technical Capability/ expertise and track record of key personnel to be assigned to the project.</p>	<ul style="list-style-type: none"> • Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. • Bidder (s) should submit curriculum vitae for key personnel proposed to be assigned on the project. Curriculum vitae are to include specific details of these individuals including, inter alia, relevant experience and to include three contactable reference. <table border="1" data-bbox="386 1020 948 1272"> <thead> <tr> <th>Experience of key personnel.</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>6 years 'or more experience</td> <td>5</td> </tr> <tr> <td>5-5 years' experience</td> <td>4</td> </tr> <tr> <td>3-4 years' experience</td> <td>3</td> </tr> <tr> <td>2-3 years' experience</td> <td>2</td> </tr> <tr> <td>1-2 years' experience</td> <td>1</td> </tr> <tr> <td>No experience</td> <td>0</td> </tr> </tbody> </table>	Experience of key personnel.	Indicator	6 years 'or more experience	5	5-5 years' experience	4	3-4 years' experience	3	2-3 years' experience	2	1-2 years' experience	1	No experience	0	30		
Experience of key personnel.	Indicator																	
6 years 'or more experience	5																	
5-5 years' experience	4																	
3-4 years' experience	3																	
2-3 years' experience	2																	
1-2 years' experience	1																	
No experience	0																	
<p>The company's experience, track record and knowledge</p>	<ul style="list-style-type: none"> • Bidder (s) are required to demonstrate relevant past experience and competency of the company • Bidder (s) should submit full details of, and at least three reliable contactable signed references for, projects of a similar scope which were successfully completed in the previous years and the contract value of such projects <table border="1" data-bbox="386 1604 948 1881"> <thead> <tr> <th>Company experience.</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>10 years 'or more experience</td> <td>5</td> </tr> <tr> <td>8-9 years' experience</td> <td>4</td> </tr> <tr> <td>5-7 years' experience</td> <td>3</td> </tr> <tr> <td>3-4years' experience</td> <td>2</td> </tr> <tr> <td>1-2 years' experience</td> <td>1</td> </tr> <tr> <td>No experience</td> <td>0</td> </tr> </tbody> </table>	Company experience.	Indicator	10 years 'or more experience	5	8-9 years' experience	4	5-7 years' experience	3	3-4years' experience	2	1-2 years' experience	1	No experience	0	30		
Company experience.	Indicator																	
10 years 'or more experience	5																	
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No experience	0																	



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

STAGE 2				
Category				
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	Weight	Value/ Indicator	Total (Weight X Value awarded)
Total points on functionality		100		

THE SCORING CRITERIA FOR EVALUATION OF FUNCTIONALITY

SCORE	CLASSIFICATION
0	No response (complete non-compliance)
1	Poor, significantly below requirements
2	Inadequate, below requirements
3	Good, meets requirements
4	Very Good, meets requirements
5	Excellent, significantly above requirements

Fee Proposal

The Service Provider must provide the total expected cost for each of the defined activities below:

Please Note that all pricing submitted must be inclusive of the legislated 15% VAT.



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

Activity	Unit of measure	Cost per unit (Ex VAT)	Cost per unit (Inc. VAT)
Clearing			
Transporting Cleared freight from Port (Air/Sea) to Service Providers Warehouse			
Receiving of inventory			
Storage			
Picking full pallet loads			
Picking lose Cartons			
Checking and producing a Delivery note			
Dispatching			
Order Tracking and Reporting			
Returns and recalls			
Inventory Management			
Other (specify)			
Total bid Price VAT excluding:			
Total bid Price VAT Inclusive:			



*NATIONAL DEPARTMENT OF HEALTH

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

OFFICE:

The Director General : I*NAME OF DEPARTMENT

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibiliy for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____

Address Detail

Payment Address (Compulsory if Supplier)	_____

Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

New Detail

New Supplier information Update Supplier information

Supplier Type: Individual Department Partnership
 Company Trust
 CC Other (Specify)

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Department Number

Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number
 Branch Name
 Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp

It is hereby confirmed that this details have been verified against the following screens
ABSA-CIF screen
FNB-Hogans system on the CIS4
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
	Area Code	Telephone Number	Extension
Home	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	
	Area Code	Fax Number	
Cell	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	
	Cell Code	Cell Number	
Email Address	<input style="width: 100%; height: 20px;" type="text"/>		
Contact Person:	<input style="width: 100%; height: 20px;" type="text"/>		

Supplier Signature	Regional Office Sender
Print Name	Print Name
	Rank
70 of 70 / /	/ /

PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:

Date (dd/mm/yyyy) Date (dd/mm/yyyy)

NB: All relevant fields must be completed