



# health

Department:

Health

REPUBLIC OF SOUTH AFRICA

## **NDoH-02(2021/2022)**

**THE APPOINTMENT OF AN ENTITY TO PROVIDE QUALITY ASSURANCE SERVICES FOR COVID-19 RELATED PERSONAL PROTECTIVE EQUIPMENT (PPE) ON BEHALF OF THE DEPARTMENT OF HEALTH FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**BID VALIDITY PERIOD: 120 DAYS**

**DATE ISSUED: 16 APRIL 2021**

**CLOSING DATE AND TIME OF BID:**

**7 MAY 2021 AT 11H00**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NDoH-02(2021/2022)	CLOSING DATE:	7 MAY 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF AN ENTITY TO PROVIDE QUALITY ASSURANCE SERVICES FOR COVID-19 RELATED PERSONAL PROFESSIONAL PROTECTIVE EQUIPMENT (PPE) ON BEHALF OF THE NATIONAL DEPARTMENT OF HEALTH				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL DEPARTMENT OF HEALTH					
1112 VOORTREKKER ROAD					
DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
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	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

**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: .....

# 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.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 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](http://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)

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>“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.

<sup>2</sup>“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

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

**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 exceed / not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10. 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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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 least 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		
<b>OR</b>		
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><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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	<p>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?</p>	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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

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

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



**health**

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE APPOINTMENT OF AN ENTITY TO PROVIDE QUALITY ASSURANCE SERVICES FOR COVID-19 RELATED PERSONAL PROTECTIVE EQUIPMENT (PPE) ON BEHALF OF THE DEPARTMENT OF HEALTH FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**BID NUMBER: NDoH-02(2021/2022)**

**THIS IS A PRE-QUALIFICATION BID FOR BBBEE LEVEL STATUS OF CONTRIBUTOR LEVEL 1-4 ENTITIES WILL BE CONSIDERED.**

The Department of Health has produced this document in good faith. The department, its agents, and its employees and associates do not warrant its accuracy or completeness. The Department of Health makes no representation, warranty, assurance, guarantee or endorsements to any provider/ bidder concerning the document, whether with regard to its accuracy, completeness or otherwise, The Department of Health shall have no liability towards the responding service providers or any other party in connection herewith.

**BID NUMBER NDoH-02(2021/2022)**

**Date Issued: 16 APRIL 2021**

**Closing date and time: 07 MAY 2021 at 11:00**

**Bid Validity Period: [120 days]**

**TENDER BOX ADDRESS:**

NATIONAL DEPARTMENT OF HEALTH

1112 VOORTREKKER ROAD

DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE,

**PRETORIA**

001

## **PROJECT BRIEF**

As Covid-19 cases and deaths continue to surge in South Africa due to potentially more contagious variants, the country is faced with the need to take some extra ordinary measures to mitigate the spread of the virus. The World Health Organization (WHO) declared Covid-19 virus as a pandemic which informed South African government to follow and declare a state of disaster. Under the Disaster Management Act of 2002 certain regulations have been invoked to address the escalation or containing and minimizing the effects of the disaster.

As the country continues to fight the Covid-19 pandemic, it is faced with a challenge of poor-quality PPE which continues to find its way to hospitals, a situation which has exposed our frontline workers to being infected by the virus. It is against the afore mentioned that the Department of Health has decided to find ways of ensuring that the PPE supplied to the hospitals is of acceptable quality.

## **LEGAL FRAMEWORK**

The following legislation framework informs this request for proposal (RFP):

- a) Constitution of the Republic of South Africa Act No. 108 of 1996.
- b) Public Finance Management Act No. 1 of 1999
- c) Treasury Regulations of 2017
- d) Preferential Procurement Policy Framework Act No. 5 of 2000
- e) Broad-Based Black Empowerment Act No. 53 of 2003
- f) Occupational Health and Safety (OHS) Act No. 85 of 2003
- g) Compensation for Occupational Injuries and Diseases Act No 130 of 1993
- h) Promotion of Access to information Act No 2 of 2000
- i) Promotion of Administration Justice Act No. 3 of 2000
- j) Disaster Management Act No. 57 of 2002
- k) Standards Act No. 29 of 1993
- l) Trade Metrology Act No. 9 of 2014
- m) Medicines and Related Substances Act of 1973

### **1. PURPOSE**

The Department of Health (DoH) seeks to appoint an entity to provide quality assurance services for personal protective equipment (PPE) over a period of twenty-four (24) months.

## **2. SCOPE OF WORK/ KEY DELIVERABLES**

The appointed professional service provider will be expected to render quality assurance services to ensure that the PPE supplied to health facilities complies to the required quality standards in accordance with established national and international standards.

3. The following is a list of personal protective equipment and the respective standards that should be complied with:

Item no	Product name	Sizes	NSN number/ Description	South Africa Standards	International Standards
1	Respirators (FFP2, N95, KN95)	Small, Medium, Large	Number: 222000994 (FFP2/ KN95) 222000993 (N95)  Description: Mask respirator FFP2/ KN95 1'S	SANS 50149, Respiratory protective devices- Filters half masks to protect against particles- Requirements, testing, marking  SANS 1866, Part 2: Medical respirators  SANS 10220, standard for selection, use and maintenance of respiratory PPE (Guidance standard not tested against)  SAHPRA: Class B	*Minimum FFP2 according to EN 149, EU PPE. * Regulation 2016/425 Category III, or * Minimum N95 respirator according to FDA Class II, under 21 CFR 878.4040. and CDC NIOSH, or equivalent ISO 16900-1 ISO 17420-1 and 2 ISO/TS 16976-8: 2013, Respiratory protective devices- Human factors- Part 8: Ergonomic Factors 42 CFR Part 84 Chinese PAHO standards According to EN 149 Respiratory protective devices-
2	Surgical Mask	One size	Number: 222000992 Description: Surgical mask type 2, pleated, blue 1's	SANS 1866-1 2018 Medical devices Part 1: Medical face masks SANS 1866: 2008  SANS 50149: 2003	*EU MDD Directive 93/42/EEC Category III or equivalent *EN 14683 type II, IR, IIIR *ASTM F2100 minimum level 1 or equivalent ISO/ TS

				SAHPRA Class A Non- sterile- exclusion from SAHPRA licence	16976-8:2013, Respiratory protective devices- Human Factors-Part 8: Ergonomic factors. Chinese PAHO standards
					According to EN 14683 Surgical Masks- Requirements and test methods, surgical masks are classified into three types, TYPE I, TYPE II and TYPE IIR. TYPE II and TYPE IIR are applied to medical staff.  The Chinese standards of YY 0469-2011 and YY/T 0969- 2013 cover the classification and requirements describes in EN 14683
3	Gown: Cotton	Small Medium Large Extra large		SABS 1401 Part I and IV Type P 48. 100% Cotton and fully pre-shrunk  SAHPRA: Class A Non- sterile- exclusion from SAHPRA	
4	Gown: Reusable, water resistant	Small Medium Large Extra large		SANS 53795 and ISO 5099 for water resistance  SAHPRA: Class A Non- sterile- exclusion from SAHPRA licence	ISO 16604 and ASTM 1671

	Gown: Reusable, water resistant	Small medium Large Extra large			
5	Gown: Disposable (isolation)	Small medium Large Extra large	Number: 222000998  Description: Gowns- Isolation 1'S	SANS 53795 as per standard performance (Fluid penetration resistance= 20cm) Surgical drapes, gowns and clean air suits, used as medical devices for patients, clinical staff and equipment- General requirements for manufacturers, processors and products, test methods, performance requirements and performance levels  SAHPRA: Class A Non-sterile- exclusion from SAHPRA licence	*EU PPE regulations 2016/4325 and EU MDD Directive 93/42/EEC *FDA class I or II medical device, or equivalent *WHO spec: (AAMI PB70 all levels acceptable (Level 2 fluid penetration resistance= 20cm; Level 3 fluid penetration resistance= 50cm, or equivalent)  ISO 13688:2013, Protective clothing- General requirements (Also provides information which must be specified on the order)  EN13795- as adopted by SANS
6	Aprons	One size: Cover entire front and sits high on chest	Number: 222000995 Description: Aprons 1's	None  SAHPRA: Class A Non-sterile- exclusion from SAHPRA licence	ISO 13688: 2013 (EN)

7	Gloves, examination, non-sterile, nitrile	Small, Medium, Large, Extra large	Number: 222000987 (S) 222000988 (M) 222000989 (L) 222000987 (XL) Description: Examination gloves type 2 nitrile small/ medium/ large/ x-large 1's	The examination Nitrile Gloves must be SABS or ISO certified (SANS 11193-1:2010) for Gloves made primarily from nitrile rubber latex, polychloroprene rubber latex, styrene- butadiene rubber solution, styrene-butadiene rubber emulsion or thermoplastic elastomer solution  SAHPRA Class A Non-sterile- exclusion from SAHPRA licence	*EU MDD Directive 93/42/EEC Category III *EU PPE Regulation 2016/425 Category III *EN 455 *EN 374 *ANSI/ISEA 105 *ASTM D6319, or equivalent
8	Gloves, examination, non-sterile, latex	Small, medium, large, Extra large		Non-sterile gloves must comply with and be tested according to the test methodology provided in SANS 11193-1:2010 single use medical examination gloves Part 1: specifications for gloves made from rubber latex or rubber solution  SAHPRA: Class A Non-sterile- exclusion from SAHPRA licence	
9	Goggles	One size	Number: 222000996  Description: Goggles 1's	SANS 1404, Eye- protectors for industrial and non-industrial use SANS 50166	*EU PPE regulations 2016/425 *EN 166 *ANSI/ISEA Z87.1 or equivalent CE/FDA/ ANSI Z87.1

10	Face Shield	Full facepiece length that extends to the bottom of the chin, face/neck length that also covers the anterior neck area		SANS 1404, Eye-protectors for industrial and non-industrial use amended test methods. SANS 50166  SAHPRA Class A Non-sterile- exclusion from SAHPRA licence	*EU PPE Regulations 2916/425 *EN 166 *ANSI/ISEA Z87.1 or equivalent ANSI Z87.1-2003 (Occupational and educational eye and face protection) EU Standard directive 86/686/EEC, EN 166/2002, ANSI/ISEA Z87.1-2010, or equivalent ISO
11	Long rubber utility cleaning glove	Small Medium Large		ASTM D4679(02) Standard Specification for Rubber General Purpose, Household Or Beautician Gloves	ASTM D4679(02)
12	Heavy duty and heat-resistant gloves	One Size		Puncture-resistant, FDA compliant	SANS 416, chemical, heat resistant gloves
13	Body bag	Infant, child Small Medium Large Extra-large (XL), XXL, XXXL	Number: 222001012  Description:  Body bag 1's	Workmanship shall comply with the requirements for workmanship in specification SANS 1270 and all sewing shall be in accordance with SABS 10101. All heat welding shall be in accordance with SABS specifications.  SAHPRA	Made in linear enforced, U-shape zipper and 2 zipper pulls with tie ribs. Adult size 250X120cm Protector Body Bag specifications: 6 handles Impermeable, linear reinforced LLDPE and LDPE (avoid PVC as there is evidence that the toxin's it

				<p>Class A Non-sterile- exclusion from SAHPRA licence</p>	<p>gives off while welding causes cancer), minimum thickness <math>\geq 160</math> microns.  Should contain no chlorides: burning of chlorides pollute the environment and can cause damage to retort chambers. Body bags should be non-carcinogenic to the health of funeral workers when used for cremations. At least 6 handles included in the body bag to allow burial team to hand carry it safely. Heat-sealed: ensure superior strength and safety, provide full containment of bloodborne pathogens. Cracking point of 25-32 degrees below zero. Shelf life: Minimum of 10 years.</p>
--	--	--	--	---	--

#### 4. PERSONAL PROTECTIVE EQUIPMENT TESTING AREAS.

##### RESPIRATORS (FFP2, N95, KN95)

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Particulate filtration efficiency			
2.	Bacterial Filtration Efficiency			
3.	Fluid resistance			
4.	Differential pressure			
5.	Flammability			
6.	Absorption rate			
7.	Splash resistance			
8.	Virtual inspection			
9.	Practical performance			
10.	Finish parts			
11.	Compatibility			
12.	Head harness			
13.	Breathing resistance			
14.	Field of version			

##### SURGICAL MASKS

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Particulate filtration efficiency			
2.	Bacterial Filtration Efficiency			
3.	Flammability			
4.	Absorption rate			
5.	Differential Pressure			

##### OTHER PPE PRODUCTS

##### Gowns: Cotton (Large, extra-large)

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Physical Dimensions (Width, Length, Thickness)			
2.	Chemical Composition Test			
3.	Tensile/ Tear Strength Test			
4.	Fabric Shrinkage Test			
5.	Seam Strength			

**Gown:** Reusable, water resistant

**Size:** Large, extra large

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Test Parameters			
2.	Physical Dimensions (Width, Length, Thickness)			
3.	Bacterial Filtration Efficiency Test			
4.	Tensile/ Tear Strength Test			
5.	Synthetic Blood Penetration Test			
6.	Water Penetration Test			
7.	Bursting Strength Test			
8.	Hydrostatic Water Head Test			

**Gown: Disposable (Isolation)**

**Size:** Large, extra large

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Testing Parameters			
2.	Physical Dimensions (Width, Length, Thickness)			
3.	Bacterial Filtration Efficiency Test			
4.	Tensile/ Tear Strength Test			
5.	Synthetic Blood Penetration Test			
6.	Water Penetration Test			
7.	Bursting Strength Test			
8.	Hydrostatic Water Head Test			

**Apron**

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Physical Dimensions (Width, Length, Thickness)			

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
2.	Tensile/ Tear Strength Test			
3.	Synthetic Blood Penetration Test			
4.	Water Penetration Test			
5.	Bursting Strength Test			
6.	Hydrostatic Water Head Test			

### Gloves, examination, non-sterile nitrite

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Physical Dimensions (Width, Length, Thickness)			
2.	Water Tightness Test			
3.	Tensile Strength Test			
4.	Heat Ageing Test			
5.	Puncture resistance test			
6.	Glove Leakage test			

### Gloves Examination, non-sterile, latex

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Puncture resistance			
2.	Physical Dimensions (Width, Length, Thickness)			
3.	Water Tightness Test			
4.	Tensile Strength Test			
5.	Heat Ageing Test			
6.	Glove leakage test			

### Cover shoes

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Physical Dimensions (Width, Length, Thickness)			
2.	Tensile Strength Test			
3.	Fit test			

**Head covers (Mop Cap)**

ITEM	TESTING AREA	COMPLY YES/ NO		Any Deviations
1.	Physical Dimensions (Width, Length, Thickness)			
2.	Tensile Strength Test			
3.	Fit test			

**5. SPECIAL CONDITIONS AND REQUIREMENTS FOR THIS BID**

The NDoH will consider BIDS from a single firm and or from multiple firms in joint ventures/ consortiums/ subcontracting arrangements working as a team through a lead service provider.

5.1 Company and staff must have demonstrable knowledge of scope of work determined in this bid.

5.2 Company profile must be attached to the bid document.

5.3 The service provider must have the necessary equipment and facilities to provide the required testing of all PPE'S mentioned in paragraph 3 in accordance with the standard indicated in paragraph 3.

5.4 There will be site inspection of all testing sites for bidders reaching minimum technical threshold.

5.5 The department reserve the right to inspect testing labs or sites of the bidders. As part of assessment and conducting site visits, bidders will be requested to conduct experimental testing of some PPE's.

5.6 Two envelope system will be applied. A separate envelope for technical proposal and one for financial proposal (pricing) which must clearly marked by name and bid number. Failure to adhere to this rule will result in the disqualification of the bidder.

5.7 The Department reserves the right to award this contract to one or multiple bidders/ service providers who qualify.

**6. TESTING OF PPEs RELATED COST UNDERTAKEN TEST**

6.1 Test of all PPE's in paragraph 3 will be done in randomly selected batches or with the selected quantities for each PPEs.

6.2 The quantities of PPEs to be tested will depend on the quantity procured by the department, for bid evaluation purposes, the pricing must be provided for sample of a batch of 10.

ITEM	PRODUCT NAME	SIZE	NSN NUMBER OF DESCRIPTION
1	Respirators (FFP2, N95, KN95)	Small, Medium, Large	Number: 222000994 (FFP2/KN95) 222000993 (N95)  Description: Mask respirator FFP2/ KN95 1'S
2	Surgical Mask	One size	Number: 222000992 Description: Surgical mask type 2, pleated, blue 1's
3	Gown Cotton	Large/ Extra large	
4	Gown: Reusable, water resistant	Large/ Extra large	
5	Gown: Disposable (isolation)	Large/ Extra large	Number: 222000998  Description: Gowns- Isolation 1'S
6	Aprons	One size: Cover entire front and sits high on chest	None  SAHPRA: Class A Non-sterile-exclusion from SAHPRA licence
7	Gloves, examination, non-sterile, nitrile	Small, medium, large, extra large	Number: 222000987 (S) 222000988 (M) 222000989 (L) 222000987 (XL) Description: Examination gloves type 2 nitrile small/ medium/ large/ x-large 1's
8	Gloves, examination, non-sterile, nitrile	Small, medium, large, extra large	
9	Goggles	One Size	Number: 222000996  Description: Goggles 1's
10	Face Shield	Full facepiece length that extends to the	

		bottom of the chin, face/ neck length that also covers the anterior neck area	
11	Long rubber utility cleaning glove	Small Medium Large	Need standard for reference
12	Heavy duty and heat-resistant gloves	One Size	Number: 222001012  Description:  Body bag 1's
13	Body Bag	Infant, child Small Medium Large Extra-large (XL), XXL, XXX	Number: 222001012  Description:  Body bag 1's

## 7. BRIEFING SESSION REQUIREMENTS

There will be no briefing session for this bid.

Any clarity seeking questions should be sent by email to [tenders@ndoh.gov.za](mailto:tenders@ndoh.gov.za) The closing date for receipt of all enquiries is five (5) days before closing date of the bid. All enquiries received thereafter will not be considered.

## 8. DURATION OF THE PROJECT

OUTPUT	PERIOD
Provisioning of quality assurance services for Covid-19 personal protective equipment (PPE) for a period of 24 months	Twenty-four (24) Months

The deliverables that are envisaged have been detailed in the preceding paragraphs based on the project implementation plan to be finalised after the inception meeting at the contracting stage.

## 9. MANDATORY REQUIREMENTS

**NB: Failure to submit/attach proof of the following requirements with the bid leads to the disqualification of the bidder's proposal:**

**Pre-qualification bid wherein only bidders with BBEE Status Level of Contributor: level 1- 4 will be considered. This include EME and QSE bidders.**

Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Tax Compliance Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.

A resolution authorising a particular person to sign the bid documents. The letter should be in the letterhead of the company where applicable.

Two (02) envelopes system will be applied. A separate envelope for technical proposal and one for financial proposal (pricing) which must be clearly marked by name of bidder and bid number. Failure to adhere to this rule will result in the disqualification of the bid.

## **10. EVALUATION CRITERIA**

This bid will be evaluated in four (04) Phases as indicated hereunder:

**Phase 1:** Testing compliance to the eligibility criteria (mandatory requirements) mentioned on the preceding paragraph.

**Phase 2:** Bidders that have satisfied the mandatory requirements will be assessed against the technical evaluation criteria as indicated below. The service provider must achieve a minimum of 60 points to proceed to the next Phase of evaluation, bids that fail to achieve the minimum required points will be disqualified consequently not be considered for further evaluation; and

**Phase 3:** Bidders who meet the minimum functionality thresholds will be subjected to a compulsory site inspection aimed at determining the capacity/availability of the necessary or required testing equipment.

**Phase 4:** In this Phase bids will be evaluated on Price and Preference points system (B-BBEE).

**90: Price (VAT Inclusive).** It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers above R1 million as it is a compulsory requirement of the VAT Administration Act. If an entity not registered as VAT vendor is awarded a bidder, it is expected to register for VAT within 21 days of being awarded a contract and produce such proof of registration to the employer.

As a rule, the NDoH is not responsible for making a payment towards VAT on bidders that were awarded contracts without the inclusion thereof at the time of the bid closure.

## 10: BBBEE

Preferential points (Points will be allocated according to **B-BBEE** Rating) NB: Points will be allocated to all those who submit their valid original or certified copy of **B-BBEE** certificate, affidavit. In case of joint venture, consortium, or partnerships of the consolidated valid BBBEE certificate or certified copy.

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

## 11. TECHNICAL EVALUATION CRITERIA

The Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA) and 2017 regulations will apply as guidance in determining which proposal would provide the greatest value to the National Department of Health.

The tender will be evaluated on either the 80/20 or 90/10 preference point system. Once tenders are received, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation of tenders.

The bid evaluation committee will assess the extent to which proposals submitted in response to this term of reference meet the evaluation criteria below.

Functionality will be evaluated individually by Members of the Bid Evaluation Committee (BEC) in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion range from: **0 = No response, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good and 5 = Excellent.**

<b>SCORE</b>	<b>CLASSIFICATION</b>
0	No response (complete non-compliance)
1	Poor, significantly below requirements
2	Average, below requirements

SCORE	CLASSIFICATION
3	Good, meets requirements
4	Very Good, meets requirements
5	Excellent, significantly above requirements

**The Bidder must achieve a minimum of 60 points to be considered for the next Phase of Evaluation. Any service provider fails to meet the above thresholds will be disqualified automatically.**

	Criteria	Sub-criteria	Weight of criterion				
1	<b>METHODOLOGY:</b> Extent to which the proposal and meets the criteria detailed in the scope of work.	Proposal 1. The testing methodology and parameters are in line with international and local standards (score, 30); 2. Testing is undertaken for some of the PPE by replacing standard tests with equivalent tests (score, 15); 3. Partial testing of the PPE is undertaken (Score, 0)	30				
2	<b>Expertise and Qualifications of proposed personnel:</b> Demonstration of sufficient capability with the necessary education, training, technical knowledge, and experience for their assigned functions.	Demonstrate the entity's ability and experience in executing the required services. Attach a signed curriculum vitae (CV) for each lead team member which must include clearly reflected experience and number of years managing activities detailed in the scope of work or similar: <b>5=</b> team member (s) who is a Micro-Biologist and other related technical and scientific skills with a PHD qualification will score a 5 <b>4=</b> team member (s) who is a Micro-Biologist with master's degree qualification will score a 4. <b>3=</b> team member (s) who is a Micro-Biologist with an Honours degree will score a 3. <b>2=</b> Degree will score a 2 <b>1=</b> National Diploma will score a 1 <b>0=</b> team member (s) with on tertiary qualifications will score a- 0.	20				
3	<b>Capacity to test equipment</b> Ability to demonstrate successful work to the terms of reference.	<p>– <b>Ability to test all parameters of the listed PPE items in line with the international and local standards.</b></p> <table border="1"> <thead> <tr> <th>Company experience</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>Ability to test all (100%) parameters of the PPE items (Testing equipment must include the bacterial filtration</td> <td>5</td> </tr> </tbody> </table>	Company experience	Indicator	Ability to test all (100%) parameters of the PPE items (Testing equipment must include the bacterial filtration	5	50
Company experience	Indicator						
Ability to test all (100%) parameters of the PPE items (Testing equipment must include the bacterial filtration	5						

	Criteria	Sub-criteria		Weight of criterion
		tester and synthetic blood tester in order)		
		Ability to test some parameters (test other physical and chemical parameters related to each product) of the PPE in line with the international and local standards of more than 70% of PPE.	4	
		Ability to test other physical and chemical parameters related to each product of the PPE in line with the international and local standards of more than 60%.	3	
		Capacity to test some of the parameters of the PPE listed in line with the international and local standards of less than 50% of the listed PPE.	2	
		Capacity to test parameters of the PPE listed in line with international and local standards of less than 30% of the listed PPE	1	
		No capacity to test parameters of the PPE listed in line with international and local standards 29%	0	

## 12. SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period and this may include preannounced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

**13.** The department of Health reserves the right to reject any product/ service that is not compliant with the specifications and any other legislative framework related to PPE products/ items/services.

**14.** The Department reserves the right to terminate the contract at any stage if there is a substantive proof of inefficiency in the delivery of the product/ items/services

## **15. PENALTIES/ WARRANTIES**

If it is proven that errors or shortcomings exist within the service that is provided, the appointed service provider shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no additional cost to the Department.

The Department of Health reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

Should any audit or inspection reveal that the contractor has not complied with any of the terms of this contract, the contractor will be liable for the cost.



**health**

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

**COMPLIANCE CHECKLIST TO ASSIST BIDDERS WITH COMPLETION OF BID DOCUMENTS**

<b>Very important</b>	<b>Did you take note of the contents of the pre-qualification/mandatory criteria of this tender?</b>	<b>Yes</b>	<b>No</b>
<b>1.</b>	<b>MANDATORY / PRE QUALIFICATION CRITERIA</b>		
1.1	Invitation to Bid – SBD 1		
1.2	Tax compliance requirements for all bidders, joint ventures and sub-contractors where applicable		
1.3	Pricing proposal- SBD 3 (if applicable).		
1.4	Declaration of Interest – SBD 4		
1.5	Preference Point Claim Form – SBD 6.1 and pre-qualification of bidders with B-BBEE level 1-4		
1.6	Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8		
1.7	Certificate of Independent Bid Determination – SBD 9		
1.8	Did you signed and attach letter authorizing a particular person to complete and submit the bid on behalf of the entities?		
1.9	Registration on Central Supplier Database (CSD)		
1.10	Did you take note that bidders must ensure that their tax matters are in order for the duration of the contract by verifying their Tax Status on the Central Supplier Database?		
1.11	Did you take note that bidders must provide contactable details of current and previous clients (at least 3 reference letters from clients’ letterhead).		
1.12	Did you take note that bidders who fail to comply with all requirements stipulated will invalidate their bids?		
1.13	Have you noted, complied and responded to all special conditions in the bid document?		
<b>2.</b>	<b>SUBMISSION OF BIDS</b>		
2.1	Did you notice that a two (2) envelopes system will be applied in this bid?		
2.2	Did you notice that bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) same content of each file by the closing date? Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.		
2.3	Did you complete the preference claim form (SBD 6.1) w.r.t BBBEE points?		

2.4	Did you attach a certified BBBEE certificate or sworn affidavit in support of your claim? Did you		
2.9	Did you take note that you have to initial each page of the tender document?		
2.10	Did you take note that proposals must be deposited or dropped at Dr AB Xuma Building (previously Exxaro Building) in Thaba Tshwane, 1112 Voortrekker Road, Pretoria		

<b>3.</b>	<b><u>LATE BIDS</u></b>		
3.1	Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder at the address indicated in the envelope.		