

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EASTERN CAPE DEPARTMENT OF HEALTH)					
BID NUMBER:	SCMU3-22/23-0718-HO	CLOSING DATE:	10 March 2023	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR AN ACCREDITED SERVICE PROVIDER TO PROVIDE RATE BASED TRAINING ON OCCUPATIONAL HEALTH AND SAFETY, SAFETY HEALTH REPRESENTATIVE (SAMTRAC) AND BASIC FIRE FIGHTING IN ECDoh FACILITIES FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT					
GLOBAL LIFE BUILDING					
PHALO AVENUE					
BISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr M Magula		CONTACT PERSON	Mr Magula	
TELEPHONE NUMBER	0605579601		TELEPHONE NUMBER	0605579601	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Magulamzuhleli@gmail.com		E-MAIL ADDRESS	Mzuhleli.Magula@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

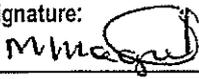
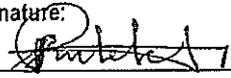
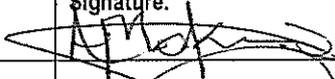
CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



BID NO. SCMU3-22/23-0718-HO: REQUEST FOR AN ACCREDITED SERVICE PROVIDER TO CONDUCT RATE BASED TRAINING ON OCCUPATIONAL HEALTH AND SAFETY, SAFETY HEALTH REPRESENTATIVE AND FIRE FIGHTING IN ECD_oH FACILITIES FOR A PERIOD OF 36 MONTHS

DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date: 8 February 2023	Name: M Magula	Signature: 
Reviewed By	Date: 08/02/2023	Name: P. MTHELELI	Signature: 
Recommended by: Programme Manager	Date: 08/2/2023	Name: B. Mabentsele A. Makali	Signature: 
Approved By: Specification Committee	Date: 9/2/23	Name: M. Pince	Signature: 

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Skills Development Act, (Act No. 97 of 1998) requires that the skill of the employees of the department be developed according to the identified needs so that the performance can improve and the strategic goals of the department can be achieved. This Act was also introduced to maximize the quality of production and the services delivered by the South African workforce.

ECDOH embark on the process to capacitate its employees on Occupational Health and Safety, Safety Health Representative (SAMTRAC) and Basic Fire Fighting to possess a requisite of skills complying with the requirements of the Department of Labour. It is in the process of appointing a qualified and accredited service provider to conduct training on Occupational Health and Safety, Safety Health Representative (SAMTRAC) and Basic Fire Fighting in all Health Care Facilities.

The total Estimated number to be trained is about 300 for OHS, 180 for SAMTRAC and 200 for Basic Fire Fighting for employees of the Province. The training will be conducted based in our training venues in all Districts in the Province of the Eastern Cape Province

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.
- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**
- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.
- 2.5 Bidders must provide competent administrative personnel preferably from the Eastern Cape.

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

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule G.

13. PARTNERSHIPS AND LEGAL ENTITIES

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

14. CONSORTIUM/JOINT VENTURE

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

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

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

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

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

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

15. ORGANISATIONAL PRINCIPLES

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

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

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

17. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J. If no such details are submitted it would be assumed that the bidder is not

23. ACCURACY OF INFORMATION

- 23.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 24.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

24. COMPETITION

- 24.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 24.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 24.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 24.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

25. RESERVATION OF RIGHTS

- 25.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 25.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 25.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 25.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 25.5 Award the bid to more than one bidder.

TOTAL		
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- a) A tender must submit proof of its Specific Goals status of contributor.
- b) A tender failing to submit proof of specific Goals status level of contributor or is a non-compliant contributor to Specific Goals and may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.
- c) The Specific Goals supporting documents required to verify claimed points may be in line with the specific requirements include:
 - CSD report (must be recent within 7 days from closing date):
 - CIPRO Certificate and/or ID copies (must be certified with original stamp within 3 months from closing date of bid/quote):
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or proof of address

27. 1st Stage: Administrative compliance/Pre-qualification

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

27.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.

27.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

27.4 reject the bid Proposal in question and not to evaluate it at all;

give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;

in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

28. The following criteria shall apply:

29. The bid documentation has been completed comprehensively and correctly.

29.1 Declaration forms (SBD) must be signed.

29.2 Bidders must be a legal entity (consortia/joint ventures are acceptable subject to

FUNCTIONALITY

ITEM	CRITERIA	COMPLY [YES/NO]	EVIDENCE	WEIGHTS
1.	Do you have experience in facilitating similar/or other training programmes in a public sector environment/or in any organization		<ul style="list-style-type: none"> ▪ Name of organizations with contactable references and type of training performed in each ▪ 4 x References = 15 ▪ 3 x References = 10 ▪ 2 x References = 0 	25
2.	Is your company accredited? Are the courses accredited and NQF aligned to unit standards and bear credits		<ul style="list-style-type: none"> ▪ A valid proof is required (Accreditation Certificate from the relevant SETA with unit standards) ▪ Valid Proof = 10 ▪ No proof=0 	10
3.	Do you have qualified facilitator(s) in your employ?		Submit CV's of Qualified facilitators <ul style="list-style-type: none"> ▪ 3 x CVs = 10 ▪ 2 x CVs = 5 	15
4.	Do you have competent administration personnel with project management skills		Submit CV's and a list of administration staf: <ul style="list-style-type: none"> ▪ Less than 2= 5 ▪ 2 and above= 10 	10
5.	Provide a Development and Implementation Plan with Approach and Methodology linked to the Unit Standards		Development and Implementation Plan (Curriculum, Theory + Practical Hours/sessions + breakdown of unit standards) <ul style="list-style-type: none"> ▪ Comprehensive Plan = 20 ▪ Non-comprehensive plan = 0 	20
6.	Submit copy of detailed summarised training manual with course content relevant to the objectives of the course		<ul style="list-style-type: none"> ▪ Copy of summarised training manuals submitted with relevant course content = 10 points ▪ No course content = 0 points 	10
7.	Do you have Office space with filing capacity located within Eastern Cape Province		A valid proof is required (Pictures, lease agreements and municipality account/s) <ul style="list-style-type: none"> ▪ Proof = 10 ▪ No Proof = 0 	10
TOTAL POINTS				100

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

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

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

3.5 Compliance with procedures.

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

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

3.7 Should the ECDoH at any time believe that any member of service provider personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

3.8 Contractor's procedures: The service provider shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

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

3.9 Provision of Services in clean and tidy manner. The service provider shall ensure that the Services are provided in a clean and tidy manner.

3.10 Service reports: The service provider shall, upon written request from the DOH or its appointed Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether service provider is providing the Services in accordance with the terms and conditions of the contract.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

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

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

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

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

9.3 Records. Service provider shall at all times keep full and accurate records of all services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether service provider is providing the services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service provider. The service provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

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

PART 3

BID STRATEGY

The Eastern Cape Department of Health seek to appoint accredited service provider to conduct rate based training on Occupational Health and Safety, Safety Health Representative (SAMTRAC) and Basic Fire Fighting for a six hundred and eighty employees (680) in ECDoH for a period of 36 months.

The bid will be awarded to more than one bidder and will be used as and when required. The Department reserves the right to negotiate the rates with shortlisted bidders to match the market rate.

The Service MUST bid for only the programme accredited for and has the right to apply for ONE, MORE or all of the different Programmes as listed above. The provider MUST produce accredited and required documentation for each of the programme bidding for separated by a file divider indicating which programme is being bid for.

LEGAL FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special conditions of Contract are in conflict with the General conditions of Contract, the Special conditions of contract prevail.

COUNTER OFFERS

Bidder's attention is drawn to the fact that counter offers with regard to any of the above mentioned special conditions will invalidate such bid.

- **Basic Fire Fighting Skills Programs**

- Basic Fire Fighting Skills for two (2) Days.
- The Department of Health has embarked on a Basic Fire Fighting Skills Course. The course will enable the employees to fight insipient stage fires in the workplace using basic firefighting equipment. This course incorporates the specific outcomes and assessment criteria of the following SAQA registered unit standard. This training will enable employees to identify different classes of fires and to contain, prevent and extinguish different types of fires by operating basic firefighting equipment.
- Target Group
Fire Fighters Officers.
- Course Content
Fire Policy in the workplace
Occupational Health and Safety Act
Consequences of Non adherence to safe practices
Personal Procedures
Fire Fighting techniques
Practical Participating in dry powder fire extinguishers
Basic Life support and care for burns
- The Training Programme should include the following short skills programmes in line with the accreditation of the relevant SETA leading to a recognised qualification.
- Objectives
- Learners can select and use the appropriate firefighting equipment to extinguish or control fires in the workplace
- Accreditation
- The Basic Fire Fighting Skills Course is a credit-bearing course aligned to one unit standards with a total of 15 credits:
- 12484 Perform basic fire fighting Level 2 4 credits
- Assessment Approach
- The Basic Fire Fighting Skills Course follows an integrated assessment approach and focuses on the application of competence. Formative assessment will be done through various class activities in which participants will be given the opportunity to demonstrate their previous and newly acquired understanding and competence. Such formative activities are a necessary part of the learning process, although participants are not formally assessed in these activities. A portfolio of evidence constitutes the summative assessment which is completed at the end of the programme. After the successful completion of the programme and portfolio of evidence, participants will receive a certificate of competence.

**PART 5:
Schedule A**

Schedule A

**Government Procurement
General Conditions of Contract**

Annexure A

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

- 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.

- 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.

- 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 Terms of Reference) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract Amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Part 5 – Schedule B

CENTRAL SUPPLIER DATABASE (CSD)

IT IS A CONDITION OF BIDDING:-

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.
-

**Part 5 – Schedule D
Declaration of Interest**

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Organisational Structure

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

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

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

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

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

.....
NAME IN CAPITALS

In the presence of:

- 1.
- 2.

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantage Individuals		20%		
Women		20%		
Youth		20%		
Disability		20%		
Military Veterans		10%		
Locality		10%		

d) A tender must submit proof of its Specific Goals status of contributor.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

