

### SBD1 PART Aa INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (PE PHARMACEUTICAL DEPOT)									
BID NUMBER:	SCMU3-25/26-0109-HO	CLOSING DATE: 16 February 2026			<b>CLOSING TI</b>	ME:	11H00		
BRIEFING SESSION	NON - COMPULSORY	DATE	19 JANUARY 2026			TIME		11H00	
DESCRIPTION	PROVISION OF PACKAGING MATERIALS (SINGLE CORRUGATED BOXES, COLD CHAIN BOXES, ICE PACKS, SOLID HEAT TREATED PHARMACEUTICAL PALLETS, CONTINUOUS PAPER, TALLY RIBBONS, TONERS, DRUMS, LABELS, STICKERS AND PRINTED TAPES) FOR THE EASTERN CAPE PHARMACEUTICAL DEPOTS FOR A PERIOD OF 36 MONTHS								
DESCRIPTION BID RESPONSE DOCU		ERN CAPE PHARMAC	EUTIC	AL DEPOIS FOR	APERIOD	OF 36 MION I	по		
WILL BE DEPOSITED	THROUGH E-TENDER PORTAL A POT, 1104 STRUANWAY ROAD, ST		TTED '	THROUGH E-TE	NDER POR	TAL NOT IN	A TEN	IDER BOX	AT PE
	BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:								
CONTACT RSON	Ms T. Lumkwana		CON	TACT PERSON	Ms T. Lun	nkwana			
TELEPHONE NUMBER	041-452 2756		TELE NUM	PHONE BER	041-452 2	756			
E-MAIL ADDRESS	thulani.lumkwana@echealth.go	v.za	E-MA	AL ADDRESS	thulani.lu	mkwana@ecl	nealth.	gov.za	
SUPPLIER INFORMATION	ON								
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS		T	1		T				
TELEPHONE NUMBER	CODE		NUM	BER					
CELLPHONE NUMBER		T	1		T				
FACSIMILE NUMBER	CODE		NUM	BER					
E-MAIL ADDRESS  VAT REGISTRATION NUMBER	1								
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	□Yes □No [IF YES ENCLOSE PROOF]		FORI SUPI GOO	YOU A EIGN BASED PLIER FOR THE DS /SERVICES ERED?	☐ [IF YES, BELOW]	Yes ANSWER	THE	☐ QUESTIONI	No NAIRE
QUESTIONNAIRE TO B	IDDING FOREIGN SUPPLIERS								
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  DOES THE ENTITY HAVE A RMANENT ESTABLISHMENT IN THE RSA?  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?									
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES	□ NO			

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS R 2.3 BELOW.

# PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYD) 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SCIAL 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 RSONAL 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 RSONS 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:	

# DOCUMENT CONTROL SHEETS SCMU3-25/26- 0109-HO

Revision			
Drafted By: End User – Quality Assurance	Date: 11/12/2025	Name: Ms. M. Bodenstein	signature: Mbodinstein
Reviewed By: Acting Director Demand Management	Date: 11/12/2025	Name: Ms. T. Notsha	Signature:
Approved By: Chairperson of Specification Committee	Date:	Name: Mr. D. Martin	Signature:
Advert Approved By: GM: Supply Chain Management	Date: 11/12/2025	Name: Ms. C. Mgl/ima	Signature:

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# **DEFINITIONS**

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DoH	means the Eastern Cape Department of Health acting for
	and on behalf of the Eastern Cape Provincial Government;
Invitation to	means this invitation to bid comprising
bid	<ul> <li>The cover page and the table of content and</li> </ul>
	definitions
	<ul> <li>Part 1 which details the Conditions of Bid;</li> </ul>
	<ul> <li>Part 2 which details the Conditions of Contract and</li> </ul>
	Operational Requirements;
	<ul> <li>Part 3 which details the bid strategy</li> </ul>
	<ul> <li>Part 4 which details the Specifications relating to the</li> </ul>
	Technology / Services
	<ul> <li>Part 5 which contains all the requisite bid forms and</li> </ul>
	certificates;
	As read with GCC – General Conditions of Contract
Services	means the services defined on the cover page of this
	invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

# 1.2 SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE ECDOH SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx

- 1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4. Bids submitted must be complete in all respects.
- 5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- 6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- 7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
- 8 An e-Tender Portal System is provided for the receipt of bids and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- 9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
- 10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

- 1. Any alteration made by the bidder must be initialled.
- 2. Use of correcting fluid is prohibited.
- 3. Bids will be opened in public as soon as practicable after the closing time of bid.
- 4. Where practical, prices are made public at the time of opening bids.

If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

# PART 1

# Conditions of Bid BACKGROUND AND INTRODUCTORY PROVISIONS

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

# 2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (<u>Part 5</u>) with its bid. Bidders must take careful note of the special conditions.
- 2.2 <u>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.</u>
- 2.3 It is a requirement that the bidder is registered on Central Supplier Database and Registration document be submitted with the bid.
- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.
- The Director of the successful service provider will be required to attach compulsory quarterly strategic meetings with the Quality Assurance Manager of the Depot.

# 2.6 Training programs

The bidder must submit a comprehensive and detailed training programs within prescribed guidelines under the following categories:

- General receiving and handling of the packaging material consignments.
- Usage of packaging Materials and precautions taken in terms of OHS (Occupational Health and Safety Act, Act no 85 of 1993).

# 2.7 Contingency Plan

The successful bidder is required to render an uninterrupted service during:

- Strikes
- Leave and absenteeism
- Default of equipment

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

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

# 4. **ENQUIRIES**

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

# 5. <u>BID BRIEFING & SITE INSPECTION SESSION</u>

- 5.1 A non-compulsory briefing meeting will be held as detailed above cover page of this invitation to bid (page.1) and Bidders will be allowed to visit the sites for product inspection.
- 5.2 The purpose of the briefing meeting shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the service.

# 6. TAX CLEARANCE

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

# 7. PRICING

- 7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

### 8. QUESTIONS AND ANSWERS PROCESS

8.1 ECDOH will receive questions sent by Bidders by email to be directed to this email address:

mzwabantu.msakatya@echealth.gov.za. ECDOH will in return respond to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses. Questions and answers will close 5 days before Bid closure.

# 9 PREFERENCE POINTS CLAIM FORMS

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

### 10. PRICING

- 10.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as <u>Part 5 Schedule C</u> which completed form/s must be submitted together with the bid documents.
- 10.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 10.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 Schedule C.

# 11. PARTNERSHIPS AND LEGAL ENTITIES

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

# 12. CONSORTIA

- 12.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 12.2.1 It shall be signed so as to be legally binding on all consortium members
- 12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;

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

### 13. ORGANISATIONAL PRINCIPLES

13.1 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 I.

## 14. DECLARATION OF INTEREST

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

# 15. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT-

15.1 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 <a href="Part 5">Part 5</a> – Schedule J which completed form, must be submitted together with the bid.

# **16. FINANCIAL PARTICULARS**

16.1 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 <u>Part 5-Schedule K.</u>

# 17. VALIDITY

17.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

# 18. ACCEPTANCE OF BIDS

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

### 19. NO RIGHTS OR CLAIMS

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

- any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 19.2 Neither the ECDOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

# 20. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDOH.
- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

# 21. ACCURACY OF INFORMATION

- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither 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.
- 21.2 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.

# 22. COMPETITION

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.
- 22.3 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.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

### 23. RESERVATION OF RIGHTS

- 23.1 Without limitation to any other rights of the or the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to:-
- 23.1.1 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;
- 23.1.2 Amend the biding process, including the timetables, closing date and any other date at its sole discretion;
- 23.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.2 ECDOH reserves the right to retain the Bidder's Proposal for audit purposes. ECDOH will return the Bidder's Proposal only upon written request being made to ECDOH and on condition that ECDOH will be allowed to make the necessary photocopies of the Bidder's Proposal for record purposes, at ECDOH's cost.
- 23.3 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to ECDOH will be borne exclusively by the Bidder.
- 23.4 All Proposals and supporting documentation must be submitted in English.

### 24. PROPOSAL COMPLIANCE

- 24.1 Submission of Requested Documents.
- 24.1.1 The Bidder's Proposal must contain all documents requested and the failure to submit requested documents may result in disqualification. If the Bidder fails to submit either or both of **SBD 6.1 and its BEE certificate or Sworn Affidavit** the Bidder's Proposal will score zero for the BBBEE criterion in the 80/20 or 90/10 evaluation.
- 24.2 Disqualification of Non-compliant Proposals, ECDOH may reject a Proposal which:
- 24.2.1 is conditional on ECDOH's acceptance of substantial deviations from the Proposed Contracts in this PROPOSAL;
- 24.2.2 substantially deviates from the Proposed Contracts included in this PROPOSAL;
- 24.2.3 fails to commit to the key deliverables required by this PROPOSAL;
- 24.2.4 does not contain the correct number of copies, or if copies are submitted in an incorrect format; or is non-compliant in any respect.
- 24.2.5 ECDOH may in its sole discretion decide to condone non-compliance by a Bidder with any of the administrative requirements set out in this PROPOSAL. In such an event ECDOH may allow the Bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as ECDOH may determine, after the Bidder has been notified by ECDOH of such defect.

# 25. SPECIAL CONDITIONS OF CONTRACT

### **25.1 INTRODUCTION**

- Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded
- It is the intention of the Eastern Cape Department of Health to have multiple awards per item as contained in this Bid. Therefore, the Department of Health reserves the right, should it deem necessary to enter into negotiations with the bidder, regarding a flat rate price and service delivery.

(Only bidders that fully meet the specifications shall be accepted).

# 25.1 PRODUCT COMPLIANCE

Prior to award the products will be evaluated for:

- Compliance with specifications as set out in the bid response document.
- · Availability of samples.
- · Usability of products by end users.
- Specification that Conforms to SANS and applicable ISO standards.

# 25.2 SUBMISSION OF SAMPLES FOR PHYSICAL EVALUATION

- All samples submitted will be subjected to physical evaluation by independent users to determine compliance to specification and usability.
- 25.2.2 No samples must be sent to the Directorate: Pharmaceutical Services of the provincial office.
- 25.2.3 Samples must be submitted to the address indicated below, by the shortlisted bidders within 14 days of request.
- 25.2.4 No samples will be accepted after the date and time indicated in SBD1
- 25.2.5 It is the responsibility of the bidder to ensure that samples have been received at the addresses provided.
- 25.2.6 Bids where samples are not submitted to the facility listed in section 22.2.3 will not be considered for award.
- 25.2.7 All samples for awarded items will be retained for the period of the contract.
- 25.2.8 All samples must be a true representation of the product which will be supplied.

- 25.2.9 Representative samples are not acceptable. Where different sizes of the same product are called for against different item numbers, samples of each size must be submitted.
- 25.2.10 Individual samples must be marked with the bid number, the item number as well as the bidder's name and address. Care should be taken that this label does not obscure the products label and prevent the identification of items.
- 25.2.11 Outer packaging must be marked with the bidder's name and address as well as the bid number. Labelling should clearly indicate that the contents are samples for a specific bid and packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- 25.2.12 Bidders must submit to the location referred to the number of samples as indicated in the item list for each item offered for physical evaluation. If the samples submitted are

less than an original pack, an example of the original packaging must also be submitted with the sample.

When submitting samples bidders must include an item list of samples submitted, listing the item number(s), description of product(s), proprietary name and the quantities provided of each item included. The representative responsible for the samples must sign the list. A copy of this item list must be included in the bid document.

# 26. PRODUCT AWARD

# 26.1 **AWARD CONDITIONS**

- 26.1.1 The Department of Health reserves the right not to award a line item.
- 26.1.2 The Department of Health reserves the right to negotiate prices.
- 26.1.3 In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

# 27. SPLIT AND MULTIPLE AWARDS

- 27.1 The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.
- 27.2 The following will be taken into consideration when contemplating a split award:
  - Capacity to meet volume demand as per Bid Response Document.
  - Estimated volume to be supplied.
  - Risk to public health if the item is not available.
  - · Previous performance of the bidder.
  - · Source of the products
- 27.3 Two-way split awards will be made in accordance with the following schedule based on the points scored:

Category	Difference Between points scored	Recommended percentage split
А	Equal points	50/50
В	< 5 points	60/40
С	>5-10 points	70/30
D	10-20 points	80/20
E	>20 points	90/10

27.4 Where multiple awards are recommended the allocation will be made proportionally based on the total points scored.

# 28. PRICE QUALIFICATION

- 28.1 Prices submitted for this bid will be regarded as firm and subject only to review in terms of paragraph 22.6.
- 28.1.2 Bidders must quote a final delivered price inclusive of Value Added Tax (VAT).
- 28.1.3 Price must be specific for the units advertised per item specification.

# 29. PRICE REVIEW

- 29.1 The Department of Health envisages two types of price review processes for the duration of this contract:
- An adjustment to mitigate foreign exchange fluctuations in excess of those catered for by usual business practices;
- A systematic review of prices for comparable products available in the international marketplace.

# 29.2 INSTRUCTIONS FOR PRICE BREAKDOWN

29.2.1 The price breakdown must be completed on the signed bid response document.

The delivered price must be divided across four components:

- 1. Cost of raw material;
- 2. Manufacturing;
- 3. Logistics;
- 4. Gross profit margins (remaining portion).
- 29.2.2 The sum of these categories must be equal to 100% of the delivered price for the line item.

29.2.3 The local + imported portions of the first two components must add up to 100% within each component (e.g. Portion of raw material to local + Portion of raw material attributable to import = 100% of specific raw material component).

See extract from bid response document below:

Price breakdown by components to eligibility for contractual price	Price components
adjustments.	Delivered Price attributable to Raw Materials %
	Local (Raw materials)
	Imported (Raw materials)
	Percentage of Delivered Price attributable to     Manufacturing and packaging.
	Local (Manufacturing & packaging)
	Imported (Manufacturing & packaging)
	3.Percentage of Delivered Price attributable to Logistics
	4.Percentage of Delivered Price attributable to Gross Margin.

- 22.7.4 VAT must be apportioned equally across all components and not regarded as a separate component.
- 22.7.5 Labour must be apportioned appropriately across the relevant components.
- 22.7.6 Breakdown must be in percentage format to the closest whole percentage (e.g.20%). No decimals will be considered.
- 22.7.7 The Department of Health reserves the right to engage with bidders to verify the imported component of the bid price, which may include audit of invoices and related documentation.

# 22.8 PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RATE

22.9 Prices in the pricing schedule of the Contract shall differentiate between foreign and local pricing and shall use the US Dollar as the base rate of exchange (ROE) used to convert the foreign portion to South African currency. Any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be subject to the following conditions:

- 22.10 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates (At 12:00) on the date of the Quote.
- 22.11 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier my request an updated quote (if more) or the Department my request an updated rate (if less).
- 22.12 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchaser order and the date of the invoice settlement, shall be absorbed by the Supplier.
- 22.13 Any request for price changes and rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates on the applicable dates, by providing printouts of the South African Reserve Bank rates

# 22.14 MANUFACTURING INFORMATION

Bidders must disclose the manufacturing site(s).

# 22.15 ORDERS, DELIVERY AND CONTINUITY OF SUPPLY

# 22.15.1 **ORDERS**

- The quantities reflected in the advertised bid response document are estimated volumes and are not guaranteed.
- 22.15.1.2 Fluctuations in monthly demand may occur.
- 22.15.1.3 Proposed minimum order quantities should facilitate delivery directly to facilities. The Department reserves the right to negotiate minimum order quantities where they are deemed unfavourable. Where consensus regarding minimum order quantities cannot be reached the bid may not be awarded.
- 22.15.1.4 Only orders made on an official, authorised purchase order are valid.
- 22.15.1.5 Changes to any quantities ordered may only be made upon receipt of an amended purchase order.
- 22.15.1.6 The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead time specified in the contract
- 22.15.1.7 In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

#### 22.15.2 **DELIVERIES**

- 22.15.2.1 The initial lead time as proposed in the bid response document will be calculated from the date of placement of the first purchase order.
- 22.15.2.2 This period may not exceed 60 calendar days from the date of award.
- 22.15.2.3 Lead-time within the contract period is defined as the time from submission of order to supplier to time of receipt by the department as confirmed by the Proof of Delivery document. This lead-time may not exceed 21 calendar days.
- 22.15.2.4 Failure to comply with the contractual lead-time will result in penalties being enforced as per section 21 and 22 of the General Conditions of Contract.
- 22.15.2.5 Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.
- 22.15.2.6 The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the Eastern Cape Department of Health.
- 22.15.2.7 These requirements will be communicated upon signing of the contract.

  22.15.2.8 Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents should be delivered to the authority responsible for payment.
- 22.15.2.9 The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage. Delivery is deemed to terminate upon signature of receipt by the delegated official as contemplated in paragraph 22.12.2.8.
- 22.15.2.10 Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within five working days of receipt of delivery.
- 22.15.2.11 Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect condition, within five working days of receipt of a discrepancy report from facility.
- 22.15.2.12 The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery. Deliveries must be made within reasonable working hours, before 15:00 on weekdays. Delivery staff must ensure all cartons are stacked neatly, with all labels right side up, in the respective storage areas. It will be the supplier's responsibility to ensure that adequate labour for offloading stock is provided. Delivery site staff is not obliged to assist with the materials offloading.

# 22.15.3 **CONTINUITY OF SUPPLY**

- 22.15.3.1 Contracted suppliers must:
  - maintain sufficient stock to meet demand throughout the duration of the contract;

- inform the Eastern Cape Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
  - 1. industrial action,
  - 2. manufacturing pipeline
  - 3. any other supply challenges.
- official communication relating to continuity of supply must be directed to relevant Depot Manager as well as Participating Authorities;
- this official communication must include detail of corrective actions taken by contracted supplier to ensure continuity of supply.
- 22.15.3.2 In terms of the General Conditions of Contract and Special Requirements and conditions of Contract, the Department of Health reserves the right to purchase outside of the contract in order to meet its requirements if:
  - the contracted supplier fails to perform in terms of the contract;
  - the item(s) are urgently required and not immediately available;
  - · in the case of an emergency.

### 22.16 PACKAGING AND LABELLING

# 22.16.1 **PACKAGING**

- 22.16.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.
- 22.16.1.2 Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.
- 22.16.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- 22.16.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.
- 22.16.1.5 The number of units in the unit pack, shelf pack and shipper pack must be completed in the Bid Response Document.
- 22.16.1.6 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.
- 22.16.1.7 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
- 22.16.1.8 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
  - Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
  - The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
  - The outer packaging must be clearly marked as a "Part Box".
- 22.16.1.9 Suppliers must ensure that products delivered are received in good order at the point of delivery.

# 22.16.2 **LABELLING**

- 22.16.2.1 All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.
- 22.16.2.2 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes:
  - Proprietary name (if applicable)
  - Number of units in pack (e.g. for bulk packs 20 administration sets)
  - Batch number
  - Expiry date
  - Storage conditions
  - Barcode
- 22.16.2.3 Where the contents of the shipper pack require special attention in terms of storage or handling, e.g. thermo labile, fragile, etc. such instructions must be clearly and visibly indicated on the outer packaging on a brightly coloured background.
- 22.16.2.4 The following information must be clearly and indelibly printed, in letters not less than 10pt in height, on all individual inner packing or on a suitable label which must be securely adhered (permanently attached) onto the inner packing:
  - Product detail e.g. proprietary name, item description, size, etc.
  - A product code where relevant.
  - Batch number.
  - Date of manufacture.
  - Expiry date if applicable.

- Trade name or trademark of the manufacturer.
- Name and address of importer/distributor where applicable.
- Where applicable, the word "sterile" or "non-sterile" in prominent form as well as the sterilisation method and sterilisation expiry date.
- Special storage conditions, if applicable.
- All other information prescribed in the item specification, e.g. latex free, and/or relevant SANS/ISO standard.
- The label must include a barcode.
- 22.16.2.5 Peel apart packs: Material and design of peel apart packs shall ensure:
  - Easy opening with fingers, clean tearing without formation of loose paper shreds, fluff or fibres.
  - The product is tamper proof and non-re-sealable.
  - Minimum risk of contamination of contents during opening and removal from the package.
  - Maintenance of sterility of the contents under the prescribed storage conditions.

# 22.16.3 **BARCODES**

- 22.16.3.1 All products supplied must include a barcode (number plus symbology).

  All shipper, shelf and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.
- 22.16.3.2 Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the following information:
  - · Brand or proprietary name
  - Batch number
  - · Expiry date

# 22.17 **QUALITY**

22.17.1 Products must conform to the quality requirements as stipulated in the specifications.

# 22.18 **MONITORING**

22.18.1 The management of the contract is the responsibility of the Eastern Cape Department of Health. All correspondence in this regard must be directed to the Director:

SCM- Contracts Management.

- 22.18.2 Contracted suppliers must advise the Eastern Cape Department of Health,
  Pharmaceutical Depots at first knowledge of any unforeseeable circumstances
  that may adversely affect supply against the contract. Full particulars of such
  circumstances must be provided by the supplier.
- 22.18.3 The Eastern Cape Department of Health will monitor the performance of contracted suppliers and maintain a scorecard for compliance to the terms of this contract as follows:
  - · Compliance to delivery lead times;
  - · Percentage of orders supplied in full first time;
  - Compliance with reporting requirements according to reporting schedule.
  - Attendance of compulsory quarterly meetings: The Eastern Cape Department of Health will hold quarterly meetings with suppliers to review the next quarter's demand, as well as supplier performance.
- 22.18.4 The Eastern Cape Department of Health will impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.
- 22.18.5 Non-performance of contracted suppliers in terms of this contract may influence participation in future Department of Health contracts.
- 22.18.6 Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to:

Directorate: SCM - Contracts Managements

# 22.19 **REPORTING**

22.19.1 Eastern Cape Department of Health will provide successful bidders with the compulsory templates and schedule for reporting.

# 22.20 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

- 22.20.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Health in writing 30 days prior to such event of relevant details.
- 22.20.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- 22.20.3 A contracted supplier must inform the Eastern Cape Department of Health within 14 days of any changes of address, name, contact or banking details.

# 22.21 ABBREVIATIONS

The abbreviations used in this document signify the following:

B-BBEE Broad-Based Black Economic Empowerment

BEC Bid Evaluation Committee

NDoH Eastern Cape Department of Health

RoE Rate of Exchange

SANS South African Eastern Cape Standards

VAT Value Added Tax

# 23 EVALUATION CRITERIA

# 23.1 The Bid will be evaluated as follows:

- 23.1.1 Stage 1: Administrative compliance
- 23.1.2 Stage 2: Compliance with non-negotiable requirements
- 23.1.3 Stage 3: Functionality
- 23.1.4 Stage 4: Price & Specific Goals' points
- 23.1.5 Stage 5: Sample Evaluation (From Shortlisted Bidders only)

# 23.1.1 STAGE 1: ADMINISTRATIVE/PRE-QUALIFICATION EVALUATION

- 23.1.1.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid specifications issued by the ECDOH as part of the bid process.
- 23.1.1.2 The following criteria shall apply:
- 23.1.1.3 The bid documentation has been completed comprehensively and correctly.
- 23.1.1.4 Bidders must be a legal entity or partnership (consortium is acceptable subject to Bid Documents and Specifications).

# **Stage 1: Administrative Compliance**

#	Requirement	Please Tick $\sqrt{}$		
		(Complied/None-compliant		npliant)
		Yes	No	N/A
Α	Invitation to Bid (SBD1)			
В	Pricing Schedule (SBD 3.2) completed and			
	signed.			
С	Declaration of Interest (SBD 4) completed			
	and signed.			
D	Preferential Points Claim (SBD 6.1)			
	completed and signed.			
Е	Original hardcopy of the submission			
	The Bidder's Tax status compliant on CSD			
F	and valid for 30 days on submission of the			
	bid (Attach Detailed CSD report)			
G	JV or Consortium Agreement where			
<u> </u>	applicable			

# 23.1.2 STAGE 2: COMPLIANCE WITH NON-NEGOTIABLE (COMPULSORY) REQUIREMENTS

**ANNEXURE** – A (Single corrugated boxes/shippers)

Item No.	REQUIREMENTS	Compliance Yes / No/Not applicable	Comment
1.	Evidence that the Bidder will be purchasing from an accredited manufacturer with ISO 9001 Certification.		
2.	If the Supplier is not a manufacturer (Signed letter/agreement between the two parties).		

**ANNEXURE** – B (Cold Chain Boxes)

Item No.	REQUIREMENTS	Compliance Yes / No/Not applicable	Comment
1.	Evidence that the Bidder will be purchasing from Manufacturer that will provide proof of validation testing confirming that their cold chain boxes can maintain a temperature of 2-8 c for period of 24-48 hours.		
2.	If the Supplier is not a manufacturer (Signed letter/agreement between the two parties).		

# **ANNEXURE** – C (Solid Heat –Treated Wooden Pharmaceutical Pallets)

Item No.	REQUIREMENTS	Compliance Yes / No/Not applicable	Comment
1.	Evidence that the Bidder purchased from an Agricultural accredited manufacturer with Heat-Treated Compliance (ISPM-15 Certification).		
2.	If the Supplier is not a manufacturer (Signed letter/agreement between the two parties).		

# **ANNEXURE** – D (Issue Voucher (IV)/ Continuous Paper

Item No.	REQUIREMENTS	Compliance Yes / No/Not applicable	Comment
1.	Provide copy of ISO 2784:1974 Certificate from a reputable manufacturer.		
2.	If the Supplier is not a manufacturer (Signed letter/agreement between the two parties).		

# **ANNEXURE** – E (LABELS, STICKERS AND PRINTED TAPES)

Item No.	REQUIREMENTS	Compliance Yes / No/ Not applicable	Comment
1.	Provide copy of ISO29862, ISO29864 Certificate from a reputable manufacturer.		
2.	If the Supplier is not a manufacturer (Signed letter/agreement between the two parties).		

NB: Failure to attach/comply with any of the requirements WILL result in disqualification and the submission will NOT be evaluated further.

# □Specific Goals Claim

Bidders are required to complete the preference claim form (SBD 6.1) and submit required documentation for claiming specific goals points as outlined on the document.

# Consortia / Joint Venture Agreement (where applicable)

Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form

# □ Company Registration Documents

Bidder shall submit valid proof of registration of the company with CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPC is not required, proof of ownership/shareholding must be provided.

# □ Declaration of Interests (SBD 4)

Bidders must complete in full and duly sign returnable forms for declaration of interest and submit with the bid. determination and submit with the bid.

# □ Summary Form of Offer (SBD1)

Bidders must complete in full and duly sign the bid form of offer (SBD 1) using ink. An incomplete form of offer with missing fields shall make the bid non-responsive and shall lead to disqualification.

# □ Pricing Schedules

Bidders must complete in full, initial and duly sign the returnable pricing schedules (SBD 3.2) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

# ☐ Central Supplier Database Registration

Bidders must submit valid proof of registration with the Eastern Cape Treasury central supplier database.

# 23.1.3 STAGE 3 – Functional Requirements of Bidder (Functional Evaluation = 30 Points)

- All bidders are required to respond to the functional evaluation criteria scorecard and compliance checklist for detailed information.
- Only Bidders that have met the Mandatory (Stage 2) Criteria will be evaluated for Functionality. Functionality will be evaluated as follows:
  - (a) A bidder that scores less than 21 points out of 30 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
  - (b) Only bidders that obtain a minimum of 70% (percent) equivalent to 21 points for functionality will qualify for further evaluation in terms of price.
  - (c) All points scored by qualifying bidders will not be taken into consideration for price evaluation.

The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of 21 points to proceed to next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

Functionality Evaluation Scoring –
Annexure A (Single Corrugated Boxes)

Criteria	Scoring Matrix	Max	Evidence
		Score	
References	Clients references up to 3 with positive references letters, contact details and contract value.  Three references with letters = 5 Two references with letters = 3 One references with letters = 2 Zero references = 1	5	Listing of contactable reference/s to provide positive reference about the service provider's performance.  Contract Value – R500k – R1mil Reference Letter/s Contact Details
Quality Assurance	Quality assurance certificate = 10 No quality assurance certificate = 0	10	Provide copy of ISO9001 Certificate from a reputable Certification Contractor/manufacturer/supplier for each specific product offered
Product information	Product information material  Detailed e.g. extra info attached= (5)  Moderate e.g. only indicated expiry and or product registration on pricing sheet = (3)  Below average e.g. only indicated product registration (1)  No product information material = 0	5	Mandatory requirements: Catalogue, - Published product manuals/literature - Confirmation/ Original Manufacturer - Primary importer evidence.
Execution plan	Detailed execution plan (schedule 0) - Detailed (5) - Moderate (3) - Below average (1) - No execution plan (0)	5	The bidder must provide an execution plan on how the contract is going to be effected successfully including.  - Delivery Lead times to the Depots (14 – 21 days)
Locality	Presence in the Eastern Cape (proof to be supplied) Presence in the EC = 5 No Presence = 2	5	Proof of Address with evidence that the Service Provider resides within the Eastern Cape Province, E.g. (Municipal Bill/ Lease Agreement/ Telkom/Bank Confirmation or Letter from Local Ward Councilor).
	Total Points	30	

# **Annexure B (Cold Chain Boxes)**

Criteria	Scoring Matrix	Max	Evidence
		Score	
References	Clients references up to 3 with positive references letters, contact details and contract value.  Three references with letters = 5 Two references with letters = 3 One references with letters = 2 Zero references = 1	5	Listing of contactable reference/s to provide positive reference about the service provider's performance.  Contract Value – R500k – R1mil Reference Letter/s Contact Details
Quality Assurance	Validation Report = 10 No Validation Report = 0	10	Provide a detailed validation report from an accredited manufacturer
Product information	Product information material  Detailed e.g. extra info attached= (5)  Moderate e.g. only indicated expiry and or product registration on pricing sheet = (3)  Below average e.g. only indicated product registration (1)  No product information material = 0	5	Mandatory requirements: Catalogue, - Published product manuals/literature - Confirmation/ Original Manufacturer - Primary importer evidence.
Execution plan	Detailed execution plan (schedule 0) - Detailed (5) - Moderate (3) - Below average (1) - No execution plan (0)	5	The bidder must provide an execution plan on how the contract is going to be effected successfully including; - Delivery Lead times to the Depots (14 – 21 days)
Locality	Presence in the Eastern Cape (proof to be supplied) Presence in the EC = 5 No Presence = 2	5	Proof of Address with evidence that the Service Provider resides within the Eastern Cape Province; E.g. (Municipal Bill/Lease Agreement/ Telkom/Bank Confirmation or Letter from Local Ward Councilor).
	Total Points	30	

# **Annexure C (Solid Pharmaceutical Heat-Treated Pallets)**

Criteria	Scoring Matrix		Evidence
Criteria	Scoring Matrix	Max Score	Evidence
References	Clients references up to 3 with positive references letters, contact details and contract value.  Three references with letters = 5 Two references with letters = 3 One references with letters = 2 Zero references = 1	5	Listing of contactable reference/s to provide positive reference about the service provider's performance.  Contract Value – R500k – R1mil Reference Letter/s Contact Details
Quality Assurance	Heat-Treated Compliance Certificate = 10 No Heat-Treated Compliance Certificate = 0	10	Evidence that the Bidder purchased from an Agricultural accredited manufacturer with Heat-Treated Compliance Certification (ISPM-15).
Product information	Product information material  Detailed e.g. extra info attached= (5)  Moderate e.g. only indicated expiry and or product registration on pricing sheet = (3)  Below average e.g. only indicated product registration (1)  No product information material = 0	5	Mandatory requirements: Catalogue, - Published product manuals/literature - Confirmation/ Original Manufacturer - Primary importer evidence.
Execution plan	Detailed execution plan (schedule 0) - Detailed (5) - Moderate (3) - Below average (1) - No execution plan (0)	5	The bidder must provide an execution plan on how the contract is going to be effected successfully including; - Delivery Lead times to the Depots (14 – 21 days)
Locality	Presence in the Eastern Cape (proof to be supplied) Presence in the EC = 5 No Presence = 2	5	Proof of Address with evidence that the Service Provider resides within the Eastern Cape Province; E.g. (Municipal Bill/Lease Agreement/ Telkom/Bank Confirmation or Letter from Local Ward Councilor).
	Total Points	30	

**Annexure D (Four-part Continuous Paper, Tally ribbons, toners and drums)** 

Criteria	Scoring Matrix	Max	Evidence
		Score	
References	Clients references up to 3 with positive references letters, contact details and contract value.  Three references with letters = 5 Two references with letters = 3 One references with letters = 2 Zero references = 1	5	Listing of contactable reference/s to provide positive reference about the service provider's performance.  Contract Value – R500k – R1mil Reference Letter/s Contact Details
Quality Assurance	Quality assurance certificate = 10 No Quality assurance certificate = 0	10	Provide a detailed validation report from an accredited manufacturer
Product information	Product information material  Detailed e.g. extra info attached= (5)  Moderate e.g. only indicated expiry and or product registration on pricing sheet = (3)  Below average e.g. only indicated product registration (1)  No product information material = 0	5	Mandatory requirements: Catalogue, - Published product manuals/literature - Confirmation/ Original Manufacturer - Primary importer evidence.
Execution plan	Detailed execution plan (schedule 0) - Detailed (5) - Moderate (3) - Below average (1) - No execution plan (0)	5	The bidder must provide an execution plan on how the contract is going to be effected successfully including; - Delivery Lead times to the Depots (14 – 21 days)
Locality	Presence in the Eastern Cape (proof to be supplied) Presence in the EC = 5 No Presence = 2	5	Proof of Address with evidence that the Service Provider resides within the Eastern Cape Province; E.g. (Municipal Bill/Lease Agreement/ Telkom/Bank Confirmation or Letter from Local Ward Councilor).
	Total Points	30	

# **Annexure E (Labels, Stickers and Printed Tapes)**

Criteria	(Labels, Stickers and Printed Tapes)	Max	Evidence
Criteria	Scoring Matrix	wax Score	Evidence
References	Clients references up to 3 with positive references letters, contact details and contract value.  Three references with letters = 5 Two references with letters = 3 One references with letters = 2 Zero references = 1	5	Listing of contactable reference/s to provide positive reference about the service provider's performance.  Contract Value – R500k – R1mil Reference Letter/s Contact Details
Quality Assurance	ISO29862 and ISO29864 Certificate = 10 No ISO Certificate of Compliance = 0	10	Submission of ISO29862 and ISO29864 Certificate from a reputable manufacturer.
Product information	Product information material  Detailed e.g. extra info attached= (5)  Moderate e.g. only indicated expiry and or product registration on pricing sheet = (3)  Below average e.g. only indicated product registration (1)  No product information material = 0	5	Mandatory requirements: Catalogue, - Published product manuals/literature - Confirmation/ Original Manufacturer - Primary importer evidence.
Execution plan	Detailed execution plan (schedule 0) - Detailed (5) - Moderate (3) - Below average (1) - No execution plan (0)	5	The bidder must provide an execution plan on how the contract is going to be effected successfully including; - Delivery Lead times to the Depots (14 – 21 days)
Locality	Presence in the Eastern Cape (proof to be supplied) Presence in the EC = 5 No Presence = 2	5	Proof of Address with evidence that the Service Provider resides within the Eastern Cape Province; E.g. (Municipal Bill/Lease Agreement/ Telkom/Bank Confirmation or Letter from Local Ward Councilor).
	Total Points	30	

# 23.1.4 STAGE 4: FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

# 23.1.4.1 POINTS AWARDED FOR PRICE & SPECIFIC GOALS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under

consideration Pmax = Price of highest

acceptable tender

### 23.1.4.2 POINTS AWARDED FOR SPECIFIC GOALS

- 23.1.4.2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 23.1.4.2.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
  - (c) then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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 Disadvantaged Individuals - Race		20% (4)		
Historically Disadvantaged Individuals - Women		20% (4)		
Historically Disadvantaged Individuals - Disability		20% (4)		
Youth		20% (4)		
Military Veteran		20% (4)		
Total		20		

A tenderer must submit proof of its Specific Goals status of contributor.

- b) A tenderer failing to submit proof of Specific Goals status level of contributor or is a non-compliant contributor to Specific Goals 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 in line with the specified requirements include:
  - CIPC certificate with percentage ownership or CSD report with percentage ownership verified from CIPC with 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 lease agreement or affidavit or proof of address

- d) A tenderer may not be awarded points for Specific Goals status level of contributor if the tender documents indicate that they intend subcontracting 25% of their contract value to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the contract.
- e) The points scored by the tenderer for Specific Goals must be added to points scored for price.
- f) The points scored must be rounded off to the nearest two decimal places.
- g) The bid must be awarded to the tenderer scoring the highest points.
- h) If the price offered by the bidder who scored the highest points is not market-related the bid may not be awarded the contract, but a market-related price negotiated or cancel the bid.
- i) If the highest scoring bidder does not agree to the market related price, negotiate with the second highest scoring bidder or cancel the bid.
- j) If the bidder scoring the second highest points does not agree to a market-related price, negotiate with bidder scoring the third highest points or cancel the bid.
- k) If the market price is not agreed as envisaged the bid should be cancelled.
- No splitting of requirements is allowed to remain within the threshold value. When
  determining a transaction, requirement for goods or services consisting of different
  parts or items must as far as possible be treated and dealt with as a single
  transaction.

# PART 2 CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

# 1) CONTRACT

The contract for the provision of the required Services in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health

# 2) FEES AND CHARGES

- a. In consideration of the Services the contractor shall be paid the fees stipulated in the completed Bid Price Schedule attached as <u>Part C Schedule 5</u>, which fees shall be paid in accordance with the payment provisions contained in paragraph 16 of the General Conditions of Contract (GCC).
- b. The stipulated bid prices shall be fixed (firm) for the first year. Year 2 and year 3 will be negotiated based on the CPI (Consumer Price Index).
- c. Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- d. To the extent that the ECDOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

# 3) SERVICE MANAGER

The contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specifications and any service level agreement implemented.

# 4) RELATIONSHIP MANAGER

The contractor shall appoint a relationship manager who shall be responsible for liaising and meeting with the ECDOH.

# 5) GENERAL RESPONSIBILITIES OF THE CONTRACTOR

a) Save as provided for otherwise in the Specifications, the contractor shall at its cost maintain, replace, replenish all commodities, materials and equipment used in the provision of the Services as required to enable contractor to comply with its obligations stipulated in the contract, as required to ensure that such commodities, materials and equipment can be used in a safe and cost effective manner and as required in accordance with good industry practices.

- b) **the ECDOH's operational requirements.** The contractor shall, in the provision of the Services, have due regard to the operational requirements of the Department of Health.
- c) Other Service Providers The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDOH, co-operate fully with such persons.
- d) **Regulations and statutes -** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- e) Compliance with procedures.
  - Should the ECDOH at any time believe that any member of contractor's personnel
    is failing to comply with any such procedures or policies, the ECDOH shall be
    entitled to deny such personnel member access to the relevant premises and
    require contractor to replace such person without delay.
- f) **Contractor's procedures.** The contractor shall, upon receipt of written request from the ECDOH:-
  - Provide the ECDOH with copies of all contractor's operating procedures and processes relating to the Services;
  - Service Reports. The contractor shall, upon written request provide the ECDOH with such reports relating to the Services as may be stipulated in the Specifications, or as may be reasonably required by the ECDOH to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.
  - □ **Obligations relating to contractor's personnel**. The contractor shall:
    - i. Employ suitably qualified and trained personnel to provide the Services;
    - ii. Provide the ECDOH upon request with full details regarding contractor's personnel who will be involved in the provision of the Services, including the capacity in which such personnel will be employed, references and employment history of such personnel;
    - iii. Satisfy itself as to the references and integrity of each member of its personnel who are employed in the provision of the Services;
    - iv. Without detracting from its obligations under the contract, remove any member of its personnel from the provision of the Services upon receipt of written request from the ECDOH, and replace such member with a suitable replacement.

### 6) OCCUPATIONAL HEALTH AND SAFETY

a. In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place

should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

- b. The contractor: -
- c. Acknowledges that it is fully aware of the terms and conditions of the Act;
- d. Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act;
- e. Agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance with the provisions of the Act,
- f. Accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;
- g. Shall appoint a duly authorised representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- h. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

# 7) SERVICE LEVEL AGREEMENT

It is recorded that the ECDOH and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

### 8) PERFORMANCE MEASUREMENT PROVISIONS

### Introduction

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 30 above.

The provisions of this clause document the manner in which contractor's performance will be measured throughout the term of the contract.

# Compliance

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

- a. with reference to reports provided by contractor;
- b. with reference to reports or complaints received from third parties;

c. By means of service reviews, inspections or any audit carried out by or on behalf of the ECDOH.

### Records

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

# Measurement of performance

- i. <u>Self measurement.</u> Contractor shall measure its own performance against the stipulated responsibilities and service standards and shall provide the ECDOH with a monthly extract report detailing its performance in a format agreed between the parties from time to time.
- ii. <u>Periodic checks.</u> The ECDOH and/or its management or any party contracted shall carry out periodic checks (the intervals to be determined by the ECDOH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract and also to measure the actual success of the programme.

# iii. Service complaints

- ➤ All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by the ECDOH, or any other party shall be given proper and speedy consideration by contractor.
- ➤ Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.

# iv. User satisfaction survey

- > A user satisfaction survey shall be conducted by the 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.

# V. Performance Review Meetings

- 1. Performance review meetings shall be held monthly (or such other frequency as the parties may agree to in writing from time to time) and shall be attended at least by Contractor's manager.
- 2. Agenda items for these meetings shall include a minimum of the following:
  - a) Discussion of the various reports generated by the parties;
  - b) Management of Services;
  - c) Review findings of periodic service checks;
  - d) Review findings of Service User satisfaction assessments;
  - e) Financial review, including service cost and/or invoices;

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

# 9) BREACH AND TERMINATION

Bidders are referred to Paragraph 45 of GCC relating to failure to comply with conditions of this contract and delayed execution.

### 10) LOSS AND DAMAGE

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

# 11) TRANSFER MANAGEMENT

Upon termination of the contract for whatever reason contractor shall assist the ECDOH to transfer the Services to the ECDOH, or to another service provider designated by the ECDOH. Without detracting from the generality of this obligation, contractor shall, to the extent required by the ECDOH, provide the ECDOH or the third party service provider with all information and documentation required to enable the ECDOH or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

# 12) SUB-CONTRACTORS

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

# PART 3: BID STRATEGY

# 1. Purpose

The Department seeks to engage in a tender process on a rate-based thirty-six (36) months Provincial Tender for provision of packaging materials (single corrugated boxes, cold chain boxes, ice packs, solid heat-treated pharmaceutical pallets, continuous paper, labels, stickers and printed tapes) for the eastern cape pharmaceutical depots for a period of 36 months

# 2. Background

The Eastern Cape Pharmaceutical Depots are currently operating with five Day Bids as an interim measure for the Provision of Package Material which are currently essential for medicine distribution on both Eastern Region (OR Tambo, Chris Hani, Joe Gqabi and Alfred Nzo District) and Western Region (Amathole, Buffalo City Metro, Sara Baartman and Nelson Mandela Metro) of the Eastern Cape.

# 3. Motivation

Currently both Depots stock levels have reached the re-order levels and replenishment would totally depend on this Bid being awarded within 90 – 120 days after the closure of the advertised Bid. Furthermore, it has come to the attention of the BSC that these commodities can be awarded through a "Split Award process" (to more than one bidder) as it is a rate-based contract where we could purchase as and when there's a need.

Failure of the Depots to deliver medicine to all demanders (Hospitals, Clinics and Community Health Centres) could be fatal and may lead to bad publicity and the same will be contrary to the service delivery objectives of the Department hence this request.

# 1.1 PRODUCT AWARD

### 1.1.1 AWARD CONDITIONS

- 1.1.1.1 The Department of Health reserves the right not to award a line item.
- 1.1.1.2 The Department of Health reserves the right to negotiate prices.
- 1.1.1.3 In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

# 1.1.2 SPLIT AND MULTIPLE AWARDS

- 1.1.2.1 The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.
- 1.1.2.2 The following will be taken into consideration when contemplating a split award:
  - Capacity to meet volume demand as per Bid Response Document.
  - Estimated volume to be supplied.
  - Risk to public health if the item is not available.
  - Previous performance of the bidder.
  - Source of the products

# **PART 4**

# 1. SPECIFICATION

### 1.1 ANNEXURE A

# **Product Description**

# SINGLE CORRUGATED BOXES/SHIPPERS

Provision of **Single Corrugated Boxes/Shippers** for Eastern Cape Pharmaceutical Depots/Warehouses and Eastern Cape Health Department facilities through a rate-based Bid "as and when there's a need" procurement for a period of 36 months.

SPECIFICATION		
REFS	SIZES/DIMENSIONS	THICKNESS/FLUTE
REF 1	229X152X152mm	2.5mm
REF 2	229X305X152mm	2.8mm
REF 3	432X292X229mm	3.0mm
REF 4	580X320X430mm	2.7mm

# 1.2 ANNEXURE B Product Description COLD CHAIN BOXES

Provision of Cold Chain Boxes for Eastern Cape Pharmaceutical Depots/Warehouses and Eastern Cape Health Department facilities through a rate-based Bid "as and when there's a need" procurement for a period of 36 months.

### **DETAILED SPECIFICATION**

- Thermally insulated cold chain box with a packaging capacity of 10L, 22L, 46L and 110L allowing for 10% variation volume/capacity.
- 10% variation in volume of the boxes will be acceptable to maintain a temperature of 2°C
   8°C degrees Celsius for minimum of 24 hours.
- Proof of validation relevant to the South African ambient conditions must be submitted.
- Containers must be substantially square or rectangular in shape and section (rounded corners are permitted)
- Vaccine storage advice (Fridge line item).
- Clear label indicating "Fragile Cold Chain" with arrows indicating Top sign.
- 2 polystyrene sheets to be included in the 110L cold chain box only.

DIMENSION	10 LITRE	22 LITRE	46 LITRE	110 LITRE
LENGTH	22CM	40CM	50CM	45CM
BREATH	15CM	23CM	30CM	45CM
HEIGHT	20CM	25CM	30CM	45CM
BOX THICKNESS	4CM	4CM	4CM	5CM

DESCRIPTION	SIZES	DIMENSION	COLOUR	TEMPERATURE
GEL PACKS	400g	150mm x 200mm	COLOURLESS	2°C – 8°C

# **1.3 ANNEXURE C**

# SOLID WOODEN PHARMACEUTICAL HEAT-TREATED PALLETS

# **Product Description**

Procurement of solid wooden heat-treated pharmaceutical pallets for Eastern Cape Pharmaceutical Depots (PE & Mthatha Pharmaceutical Depot) for a period of thirty-six (36) months.

SPECIFICATION	Size / Dimensions		
	Length	1m	
Solid Wooden Heat-Treated Pharmaceutical			
Pallets with International Plan Protection Convention (IPPC) Stamp indicating it has	Width	1.2m	
been heat-treated. Certificate of proof of heat-	No space between the wooden bars and three		
treatment to be provided.	supporting planks at the bottom of the pallet		
	Weight Average: 18kg - 25kg		
	11cm from the floor x 3cm thickness (cr	oss	
	beam)		
	Top rafter – 2cm thickness		

# **1.4 ANNEXURE D**

# CONTINOUS / ISSUE VOUCHERS (IV's) PAPER AND TALLY RIBBONS, TONERS & DRUMS Project Description:

Provision of Perforated — Four Part Continuous Paper for Eastern Cape Pharmaceutical Warehouses "Depots" through a rate based Bid for a period of 36 months.

Detailed Specification: Provision of Perforated — Four Part Continuous Paper				
Item Description	Size / Dimensions	Colour		
Perforated, carbonized — Four (4) Part with 11 holes on both sides Continuous Paper (medicine and surgical supplies).	Length - 140mm Width - 372mm	Top copy white, followed by yellow, followed by green, and the last copy is pink		
Ongoing Maintenance Plan (servicing and installation of Tally ribbons) as and when there's a need	<ol> <li>Equivalent to         <ul> <li>Tally Genicom</li> <li>(6800 Line Printer)</li> </ul> </li> <li>Equivalent to         <ul> <li>Epson(FX – 2190)</li> </ul> </li> </ol>	Black and white		
Supply of printer's copier's drums and toners	1. Equivalent to Brother HL – L5200DW A4 Equivalent to (Mono Lazer Printer) 2. Equivalent to HP (MFC – L6900DW)	Black and white		

# 1.5 ANNEXURE E

# LABELS, STICKERS AND PRINTED TAPES

# **Project Description:**

Provision of Packing Labels, Tapes and Stickers for the Eastern Cape Pharmaceutical Warehouses "Depots" and Facilities through a rate-based Bid "as and when there's a need" procurement for a period of 36 months.

# 1.5.1 Detailed Specification for Labels and Stickers

NO.	Item Description	Unit of issue	Colour	Size (Length & Width)
1.	Packing slip enclosed	"per roll" 1000's	Orange & Black	40mm x 150mm
2.	"Urgent" Contains Vaccines  "Store between 2 °C and 8  °C"	"per roll" 1000's	Orange & Black	101mm x 75mm
3.	Handle with care "Fragile"	"per roll" 1000's	White & Red	70mm x 100mm
4.	Mixed Goods	"per roll" 1000's	Orange & Black	25mm x 150mm
<b>5</b> .	Collection	"per roll" 1000's	Light blue & Black	40mm x 150mm
6.	Courier	"per roll" 1000's	Lime Green & Black	40mm x 150 mm
7.	This Package is for the personal Attention of the Pharmacist	"per roll" 1000's	Red & White	25mm x 150mm
8.	Adhesive white label for tablets	"per roll" 1000's	White "printed black"	74mm x 43mm
9	Adhesive white label for liquids	"per roll" 1000's	White "printed black"	74mm x 43mm
10	Item identification	"per roll" 1000's	Cyan	150mmx100mm
11	Short Dated	"per roll" 1000's	Yellow	125mmx50mm
12	Heavy duty bags (packets)	500's	Clear	450mmx600mmx50 microns)
13	Label Adhesive	"per roll" 1000's	White	75mm x 50mm

# ANNEXURE E cont...

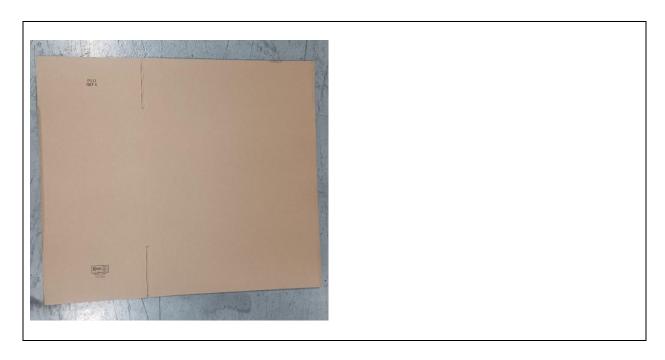
# 1.5.2 Printed tapes

Provision of Printed Tapes for Pharmaceutical Warehouses "Depots" of the Eastern Cape Department of Health through a rate-based Bid "as and when there's a need" procurement for a period of 36 months.

Deta	ailed Specification: Clear pr	Size / dimensions				
NO.	Item Description	Unit of measure	Colour	Internal diameter	Width	Length
1.	Clear printed tapes to seal warehouse/Depots package material.	"36 rolls per box"	Yellow	75mm	48mm	50m
2.	To mitigate risk of tempering and to ensure effective closing of boxes	"36 rolls per box "	Green	75mm	48mm	50m
3.	To secure compatibility with handheld tape dispensers	"36 rolls per box "	Red	75mm	48mm	50m
N.B.	All Bidders to ensure that Printed Tapes are printed based on orders placed.	a) Eastern Cape P	harmaceı	utical Depot		

# STAGE 4: SAMPLES ANNEXURE "A"

# 1. SINGLE CORRUGATED BOXES



# "ANNEXURE B" 2.1 COLD CHAIN BOXES



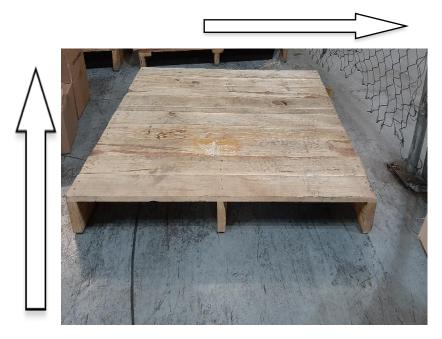
# **ANNEXURE B Cont...**

# 2.2 GEL PACKS



# ANNEXURE "C" 3. SOLID HEAT-TREATED PHARMACEUTICAL PALLETS

# Width 1.2m



Length 1m

# ANNEXURE "D" – 4. CONTINUOUS PAPER, RIBBONS, TONERS AND DRUMS





# **ANNEXURE "E"**

# **5. LABELS, STICKERS AND PRINTED TAPES**

	URGENT DRINGEND	EXPRESS SPOED
	CONTAINS V BEVAT ENT	
	STORE 2* - 8* 0 KEEP C HOU VER	DOL
NSN.	Product.	
Butch No.'	Expiry doks	
OWN OF THE BOTTOLE - SKUD DOE BOT ET MED - SKUD DOE BOT ET MED - SKUD DOE BOT ET MED THE BOTTOLE - SKUD DOE BOT	MANUTOTUM THABATHA THABATHA CODE 10	TABLET: TE TIME A DAY TABLET: TE MAAL FER HOUSE TO F HEALTH - EASTERN C

# **STICKERS & LABELS-CONT**



THE PACKAGE IS FOR THE PERSONAL ATTENTION OF THE PHARMACIST

5.2.2 Heavy Duty Bags



# PORT ELIZABETH PHARMACEUTICAL DEPOT CONTENTS BEFORE ACCEPTANCE HANDLE WITH CARE

PORT ELIZABETH PHARMAGEUTICAL DEPOT

IF SEAL IS BROKEN PLEASE CHECK

CONTENTS BEFORE ACCEPTANCE

HANDLE WITH CARE

# Part 5 – Schedule A Government Procurement General Conditions of Contract

# **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
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties

# **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.
  - "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - "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.
- "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
  - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- **3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- **4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

# 5. Use of Contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

# 7. Performance Security

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

### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

# 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

# 10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

# 12. Transportation

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

### 13. Incidental

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- **14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

# 15.1 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.

- 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.
- 17.1 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 Eastern Cape 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
- 21.6 without the application of penalties.
- 21.7 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.

# 24. Anti-dumping and countervailing duties and rights

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

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

27.1

# **Disputes**

- 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,
  - 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.
  - 27.6 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.

# 28. Governing

Language

28.1 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.

# 29. Applicable

Law

29.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

### 30. Notices

- 30.1 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
- 30.2 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.

# 31. Taxes and Duties

- 31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3 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.

# Part 5 – Schedule B Application for Tax Clearance Certificate

# TAX CLEARANCE REQUIREMENTS

# IT IS A CONDITION OF BIDDING: -

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 r National Treasury Instruction no 4A of 2016/17 Central Supplier Database. This certificate must be an original issued by the South African Revenue Services.

### Part 5 - Schedule C

**SBD 3.2** 

# PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES

SPECIFIED IN THE BIDDING DOCUMENTS.

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

numb	oer		Bid
OFFE	R TO BE VALID	FORDAYS I	FROM THE CLOSING DATE OF BID.
ITEM NO.	•	DESCRIPTION	BID UNIT PRICE IN RSA CURRENCY (INCLUDING VAT)

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

\*Delete if not applicable

# PRICE PAGE 1

NB: This form must be completed in detail by the Bidder and bear the signature of a witness. Failure to comply with these requirements will result in the bid disregarded.

# **CLOSING DATE AND TIME:**

# **VALIDITY PERIOD: 120 DAYS**

BID NO: SCMU3-	PERIOD: 3 YEARS		
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)		
	teL		
	email		
ITEM NO. 1: SINGLE CORRUGATED BOXES (REF1	1 - 229X152X152MM)		
EACH	each		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)		
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)		
IF NOT, STATE COUNTRY OF MANUFACTURE			
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)		
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3		
,	R R		
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3		
( 344)	R R R		
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3		
	R R R		
	(Signature of Bidder) DATE		

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teLemail
ITEM NO. 1: SINGLE CORRUGATED BOXES (REF2	- 229X305X152MM)
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURE?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE  DOES ARTICLE CONFORM TO SANS/SABS  SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R R
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3
	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teLemail
ITEM NO. 1: SINGLE CORRUGATED BOXES (REF3	- 432X292X229MM)
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE  DOES ARTICLE CONFORM TO SANS/SABS  SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R R
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3
	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teLemail
ITEM NO. 1: SINGLE CORRUGATED BOXES (REF4	- 580X320X430MM)
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE  DOES ARTICLE CONFORM TO SANS/SABS  SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R R
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3
	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 2: COLD CHAIN BOXES 110L	
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION?	Yes/no (Delete which is not applicable)
If not, furnish details of deviation in space provided for "Remarks"	
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD	
Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will	
not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3
,	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
DELIVERY CHARGES	R R R
	(Signature of Bidder)
	DATE
	(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teLemail.
ITEM NO. 2: COLD CHAIN BOXES 46L	
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3
( tate applicable on date of capillosish of blader)	R R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
BELIVERY STARGES	R R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 2: COLD CHAIN BOXES 22L	
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
DELIVERY CHARGES	R R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 2: COLD CHAIN BOXES 10L	
TIEW NO. 2. COLD CHAIN BOXES TOL	
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION?	Yes/no (Delete which is not applicable)
If not, furnish details of deviation in space provided for "Remarks"	
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 2: Gel Packs-400 gram gel pack wit	h dimensions 150mm x 200mm
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BYTHE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
(i.i.i. coc.)	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R R
	(Signature of Bidder) DATE(Signature of Witness)
	DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 3: SOLID HEAT-TREATED WOODEN PHA Average: 18kg - 25kg 11cm from the floor x 3cm thi	ARMACEUTICAL PALLETS (Length 1m X Width 1.2m) Weight ickness (cross beam) Top rafter – 2cm thickness
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R R
	(Signature of Bidder) DATE
	(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEA	RS	
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADD	DRESS OF BIDDER (	FIRM)
	email		
ITEM NO. 4: CONTINOUS PAPER			
EACH	each		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete v	vhich is not applicable	)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?		vhich is not applicable	)
DOES ARTICLE CONFORM TO SANS/SABS	Ves/no (Delete v	vhich is not applicable	1
SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Tes/110 (Delete v	инст із посарріісавіе	)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1	YEAR2	YEAR3
onatto 25 (ontil 6551)	R	R	R
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1	YEAR2	YEAR3
(Nate applicable on date of Submission of Blader)	R	R	R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1	YEAR2	YEAR3
DELIVERY CHARGES	R	R	R
	(Signature of Bid DATE (Signature of Wit		

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM) teL
	CHAIL
ITEM NO. 4: TALLY RIBBONS	
EACH	each
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R   R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R R
	(Signature of Bidder) DATE(Signature of Witness) DATE

BID NO: SCMU3-	PERIOD: 3 YEARS			
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM) teL email			
ITEM NO. 4: TONERS				
EACH	each			
ESTIMATED QUANTITY REQUIRES (P.A)				
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)			
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?  IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)			
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)			
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.				
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)			
WHERE ARE THE STOCKS HELD? (PHYSICAL)				
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3			
	R R			
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3			
*(Rate applicable on date of submission of Bidder)	R R R			
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3			
DELIVERY CHARGES	R R R			
	(Signature of Bidder) DATE(Signature of Witness) DATE			

BID NO: SCMU3-	PERIOD: 3 YEARS			
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)			
	teLemail			
ITEM NO. 4: DRUMS				
EACH	each			
ESTIMATED QUANTITY REQUIRES (P.A)				
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)			
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)			
IF NOT, STATE COUNTRY OF MANUFACTURE  DOES ARTICLE CONFORM TO SANS/SABS  SPECIFICATIONS? HAS IT BEEN INSPECTED BY  THE SANS/SABS?	Yes/no (Delete which is not applicable)			
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will  not be accepted.				
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)			
WHERE ARE THE STOCKS HELD? (PHYSICAL)				
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3			
	R R R			
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3			
*(Rate applicable on date of submission of Bidder)	R R R			
TOTAL BID PRICE PER UNIT INCLUDING	YEAR1 YEAR2 YEAR3			
DELIVERY CHARGES	R R R			
	(Signature of Bidder) DATE			
	(Signature of Witness) DATE			

**VALIDITY PERIOD: 120 DAYS** 

BID NO: SCMU3-	PERIOD: 3 YEA	\RS	
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)		(FIRM)
	teLemail		
ITEM NO. 5: Printed Tapes (Yellow)			
Pack unit	Per box "36"		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete	which is not applicab	ole)
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete	which is not applicab	ole)
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete	which is not applicab	ole)
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete	which is not applicab	ole)
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES</b> (UNIT COST)	YEAR1	YEAR2	YEAR3
(6 555.)	R	R	R
VALUE ADDED TAX @15%*	YEAR1	YEAR2	YEAR3
*(Rate applicable on date of submission of Bidder)	R	R	R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1	YEAR2	YEAR3
	R	R	R
	(Signature of W	itness)	

BID NO: SCMU3-		
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)	
	teLemail	
ITEM NO. 5: Printed Tapes (Green)		
Pack unit	Per box "36"	
ESTIMATED QUANTITY REQUIRES (P.A)		
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)	
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)	
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.		
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)	
WHERE ARE THE STOCKS HELD? (PHYSICAL)		
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES</b> (UNIT COST)	YEAR1 YEAR2 YEAR3	
(ONT COOT)	R R R	
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3	
*(Rate applicable on date of submission of Bidder)	R R R	
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY	YEAR1 YEAR2 YEAR3	
CHARGES	R R R	
	(Signature of Bidder) DATE (Signature of Witness) DATE	

# VALIDITY PERIOD: 120 DAYS

BID NO: SCMU3-	PERIOD: 3 YEARS		
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM) teLemail.		
ITEM NO. 5: Printed Tapes (Red)			
Pack unit	Per box "36"		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)		
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)		
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)		
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1         YEAR2         YEAR3           R         R         R		
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1         YEAR2         YEAR3           R         R         R		
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY	YEAR1 YEAR2 YEAR3		
CHARGES	R R R		
	(Signature of Bidder) DATE (Signature of Witness) DATE		

# **VALIDITY PERIOD: 120 DAYS**

BID NO: SCMU3HO	PERIOD: 3 YEARS		
ITEM GROUP: Labels:	NAME AND ADDRESS OF BIDDER (FIRM)		
	teL		
	email		
ITEM NO. 05: PACKAGING SLIP ENCLOSED - 40MMX150MM -	ORANGE & BLACK		
Pack unit	each "per roll" OF 1000's		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)		
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)		
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)		
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES</b> (UNIT COST)	YEAR1 YEAR2 YEAR3		
(em see,)	R R R		
VALUE ADDED TAX @15%* */Pote applicable on data of submission of Bidder)	YEAR1 YEAR2 YEAR3		
*(Rate applicable on date of submission of Bidder)	R R R		
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3		
OTARGES	R R R		
	(Signature of Bidder) DATE(Signature of Witness) DATE		

**VALIDITY PERIOD: 120 DAYS** 

PERIOD: 3 YEARS			
NAME AND ADDRESS OF BIDDER (FIRM)			
-COLOUR ORANGE & BLACK	(		
l" OF 1000's			
ete which is not applicable)			
ete which is not applicable)			
ete which is not applicable)			
ete which is not applicable)			
YEAR2 YE	AR3		
R F	₹		
YEAR2 YE	AR3		
R F	₹		
YEAR2 YE	AR3		
R F	₹		
f Bidder) f Witness)			
F			

**VALIDITY PERIOD: 120 DAYS** 

BID NO: SCMU3-	PERIOD: 3 YEARS			
ITEM GROUP: Labels:	NAME AND ADDRESS OF BIDDER (FIRM)			
	teLemail			
ITEM NO. 05: Handle with care "Fragile" 70MMX100MM –COLOU	R WHITE & RED			
Pack unit	each "per roll" OF 1000's			
ESTIMATED QUANTITY REQUIRES (P.A)				
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)			
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)			
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)			
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.				
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)			
WHERE ARE THE STOCKS HELD? (PHYSICAL)				
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES</b> (UNIT COST)	YEAR1 YEAR2 YEAR3			
	R R R			
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3			
*(Rate applicable on date of submission of Bidder)	R R R			
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3			
CHARGES	R R R			
	(Signature of Bidder) DATE			
	(Signature of Witness) DATE			

NB: This form must be completed in detail by the Bidder and bear the signature of a witness.

Failure to comply with these requirements may result in the bid disregarded

**VALIDITY PERIOD: 120 DAYS** 

BID NO: SCMU3-21/22HO	PERIOD: 3 YEARS		
ITEM GROUP: Labels	NAME AND ADDRESS OF BIDDER (FIRM) teLemail		
ITEM NO. 05: Mixed Goods 25MMX150MM –COLOUR ORANGE &	& BLACK		
Pack unit	each "per roll" OF 1000's		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete which is not applicable)		
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURER? IF NOT, STATE COUNTRY OF MANUFACTURE	Yes/no (Delete which is not applicable)		
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete which is not applicable)		
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3		
	R R R		
VALUE ADDED TAX @15%* *(Rate applicable on date of submission of Bidder)	YEAR1 YEAR2 YEAR3		
(Nate applicable on date of submission of bidder)	R R R		
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3		
OTATOLO .	R R R		
"Urgent" Contains Vaccines "Store 2 <sup>0</sup> C and 8 <sup>0</sup> Celcius"			
	(Signature of Bidder) DATE		
	(Signature of Witness) DATE		

BID NO: SCMU3-	PERIOD: 3 YEARS		
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)		
	teL		
ITEM NO. 5: COLLECTION -40MMX150MM -COLOUR LIGH	IT BLUE AND BL	ACK	
EACH	each "per roll" O	F 1000's	
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE SPECIFICATION? If not, furnish details of deviation in space provided for "Remarks"	Yes/no (Delete v	vhich is not applicable	e)
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?		vhich is not applicable	e)
IF NOT, STATE COUNTRY OF MANUFACTURE			
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	Yes/no (Delete v	vhich is not applicable	e)
STATE DELIVERY PERIOD			
Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete v	which is not applicable	e)
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1	YEAR2	YEAR3
onatolo (onti ocor)	R	R	R
VALUE ADDED TAX @15%*	YEAR1	YEAR2	YEAR3
*(Rate applicable on date of submission of Bidder)	R	R	R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1	YEAR2	YEAR3
OTARGEO	R	R	R
	(Signature of Bio		
	(Signature of Wi	tness)	

BID NO: SCMU3-	PERIOD: 3 YEARS		
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)		
	teL		
	email		
ITEM NO. 5: COURIER 40MMX150MM-COLOUR NE	ON GREEN & BLACK		
EACH	each "per roll" OF 1000's		
ESTIMATED QUANTITY REQUIRES (P.A)			
DOES OFFER COMPLY WITH THE	Yes/no (Delete which is not applicable)		
SPECIFICATION? If not, furnish details of deviation in space provided for			
"Remarks"			
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN	Yes/no (Delete which is not applicable)		
MANUFACTURER?			
IF NOT, STATE COUNTRY OF MANUFACTURE			
DOES ARTICLE CONFORM TO SANS/SABS	Yes/no (Delete which is not applicable)		
SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?			
STATE DELIVERY PERIOD			
Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will			
not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Vac/sa (Daleta which is not applicable)		
WHERE ARE THE STOCKS HELD? (PHYSICAL)	Yes/no (Delete which is not applicable)		
NET BID PRICE PER UNIT INCLUDING DELIVERY	YEAR1 YEAR2 YEAR3		
CHARGES (UNIT COST)			
	R R		
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3		
*(Rate applicable on date of submission of Bidder)	R R R		
TOTAL DID DRIGE DED UNIT INCLUDING			
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3		
	R R R		
	(Signature of Bidder)		
	DATE		
	(Signature of Witness)		
	DATE		

ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)		
	teL		
ITEM NO. 5: THIS PACKAGE IS FOR PERSONAL AT RED&WHITE	TTENTION OF TH	IE PHARMACIST-25	MMX150MM-COLOUR
EACH	each "per roll" O	F 1000's	
ESTIMATED QUANTITY REQUIRES (P.A)	-		
DOES OFFER COMPLY WITH THE	Yes/no (Delete v	which is not applicabl	e)
SPECIFICATION?			
If not, furnish details of deviation in space provided for "Remarks"			
IS THE PRODUCT BIDDED		which is not applicabl	e)
FOR FROM A SOUTH AFRICAN MANUFACTURER?			
IF NOT, STATE COUNTRY OF MANUFACTURE			
DOES ARTICLE CONFORM TO SANS/SABS	Yes/no (Delete v	which is not applicabl	e)
SPECIFICATIONS? HAS IT BEEN INSPECTED BY	,		,
THE SANS/SABS? STATE DELIVERY PERIOD			
Definite period/s must be stated e.g. 1 day, 1 week.			
Indefinite periods e.g. when stocks are available will			
not be accepted.			
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete v	which is not applicabl	e)
WHERE ARE THE STOCKS HELD? (PHYSICAL)			
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1	YEAR2	YEAR3
Charles (Sim 9501)	R	R	R
VALUE ADDED TAX @15%*	YEAR1	YEAR2	YEAR3
*(Rate applicable on date of submission of Bidder)	R	R	R
		Ν	
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1	YEAR2	YEAR3
	R	R	R
	(Signature of Bio	dder)	
	` •		
	(Signature of Wi	tness)	

PERIOD: 3 YEARS

BID NO: SCMU3-

BID NO: SCMU3-	PERIOD: 3 YEARS	
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)	
	teL	
	email	
ITEM NO. 5: ADHESIVE WHITE LABELS FOR TABLE	LETS-74MMX43MM-COLOUR WHITE PRINTED BLACK	
EACH	each "per roll" OF 1000's	
ESTIMATED QUANTITY REQUIRES (P.A)		
DOES OFFER COMPLY WITH THE SPECIFICATION?	Yes/no (Delete which is not applicable)	
If not, furnish details of deviation in space provided for "Remarks"	r	
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)	
IF NOT, STATE COUNTRY OF MANUFACTURE		
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY	Yes/no (Delete which is not applicable)	
THE SANS/SABS?		
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.		
Indefinite periods e.g. when stocks are available will not be accepted.		
,		
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)	
WHERE ARE THE STOCKS HELD? (PHYSICAL)	\(\frac{1}{2}\)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3	
,	R R R	
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3	
*(Rate applicable on date of submission of Bidder)	R R R	
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3	
DELIVERY CHARGES	R R R	
	(Signature of Bidder)	
	(Signature of Witness)	
	DATE	

BID NO: SCMU3-	PERIOD: 3 YEARS	
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)	
	teL	
	email	
ITEM NO. 5: ADHESIVE WHITE LABELS FOR LIQU	JIDS-74MMX43MM-COLOUR WHITE PRINTED BLACK	
EACH	each "per roll" OF 1000's	
ESTIMATED QUANTITY REQUIRES (P.A)		
DOES OFFER COMPLY WITH THE SPECIFICATION?	Yes/no (Delete which is not applicable)	
If not, furnish details of deviation in space provided for "Remarks"		
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)	
IF NOT, STATE COUNTRY OF MANUFACTURE		
DOES ARTICLE CONFORM TO SANS/SABS	Yes/no (Delete which is not applicable)	
SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?		
STATE DELIVERY PERIOD		
Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will		
not be accepted.		
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)	
WHERE ARE THE STOCKS HELD? (PHYSICAL)		
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3	
	R R R	
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3	
*(Rate applicable on date of submission of Bidder)	R R R	
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3	
	R R R	
	(Signature of Bidder)	
	DATE	
	(Signature of Witness)	
	DATE	

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 5: ITEM IDENTIFICATION-150MMX100MM	I-COLOUR CYAN
EACH	each "per roll" OF 1000's
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE	Yes/no (Delete which is not applicable)
SPECIFICATION?  If not, furnish details of deviation in space provided for	
"Remarks"	
IS THE PRODUCT BIDDED	Yes/no (Delete which is not applicable)
FOR FROM A SOUTH AFRICAN MANUFACTURER?	
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS	Yes/no (Delete which is not applicable)
SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	
STATE DELIVERY PERIOD	
Definite period/s must be stated e.g. 1 day, 1 week.	
Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	
	R R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
	R R R
	(Signature of Diddor)
	(Signature of Bidder) DATE
	(Signature of Witness) DATE
	D/112

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 5: SHORT DATED LABELS -125MMX50M	 IM-YELLOW
EACH	each "per roll" OF 1000's
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE	Yes/no (Delete which is not applicable)
SPECIFICATION? If not, furnish details of deviation in space provided for	
"Remarks"	
IS THE PRODUCT BIDDED FOR FROM A SOUTH AFRICAN MANUFACTURER?	Yes/no (Delete which is not applicable)
IF NOT, STATE COUNTRY OF MANUFACTURE	
DOES ARTICLE CONFORM TO SANS/SABS	Yes/no (Delete which is not applicable)
SPECIFICATIONS? HAS IT BEEN INSPECTED BY THE SANS/SABS?	
STATE DELIVERY PERIOD  Definite period/s must be stated e.g. 1 day, 1 week.	
Indefinite period/s must be stated e.g. 1 day, 1 week.  Indefinite periods e.g. when stocks are available will	
not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE <b>PER UNIT INCLUDING DELIVERY CHARGES (UNIT COST)</b>	YEAR1 YEAR2 YEAR3
	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	R R
TOTAL BID PRICE PER UNIT INCLUDING DELIVERY CHARGES	YEAR1 YEAR2 YEAR3
DELIVERY CHARGES	R R
	(Signature of Bidder)
	DATE
	(Signature of Witness)
	DATE

BID NO: SCMU3-	PERIOD: 3 YEARS
ITEM GROUP: PACKAGING MATERIALS	NAME AND ADDRESS OF BIDDER (FIRM)
	teL
	email
ITEM NO. 5: HEAVY DUTY BAGS-450MMX600MMX	50 MICRONS-COLOUR CLEAR
EACH	500 PER PACKET
ESTIMATED QUANTITY REQUIRES (P.A)	
DOES OFFER COMPLY WITH THE	Yes/no (Delete which is not applicable)
SPECIFICATION?  If not, furnish details of deviation in space provided for	
"Remarks"	
IS THE PRODUCT BIDDED	Yes/no (Delete which is not applicable)
FOR FROM A SOUTH AFRICAN MANUFACTURER?	
IF NOT, STATE COUNTRY OF MANUFACTURE	V / (D   (   1:1:   1:1  )
DOES ARTICLE CONFORM TO SANS/SABS SPECIFICATIONS? HAS IT BEEN INSPECTED BY	Yes/no (Delete which is not applicable)
THE SANS/SABS?	
STATE DELIVERY PERIOD	
Definite period/s must be stated e.g. 1 day, 1 week.	
Indefinite periods e.g. when stocks are available will not be accepted.	
IS THERE DELIVERY PERIOD STATED FIRM?	Yes/no (Delete which is not applicable)
WHERE ARE THE STOCKS HELD? (PHYSICAL)	
NET BID PRICE PER UNIT INCLUDING DELIVERY	YEAR1 YEAR2 YEAR3
CHARGES (UNIT COST)	R R R
VALUE ADDED TAX @15%*	YEAR1 YEAR2 YEAR3
*(Rate applicable on date of submission of Bidder)	TEAR! TEARS
,	R R R
TOTAL BID PRICE PER UNIT INCLUDING	YEAR1 YEAR2 YEAR3
DELIVERY CHARGES	R R R
	TANAMA TANAMA
	(Signature of Bidder)
	DATE
	(Signature of Witness)
	(Signature of Witness) DATE

# 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 interest<sup>1</sup> 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 State institution

2.2 Do	ou, or any person connected with the bidder, have a relationship with any person who	is
	mployed by the procuring institution? YES/NO	
2.2.1	so, furnish particulars:	


<sup>&</sup>lt;sup>1</sup> 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.

2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3	.1 If so, furnish particulars:
3	DECLARATION
	I, the undersigned, (name)
	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>1</sup> will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation
  - I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

<sup>&</sup>lt;sup>1</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.

OF PARAGRAPH 6 OF PF	MA SCM INSTRUCTION 03 IN THE SUPPLY CHAIN MAN	R ACT AGAINST ME IN TERMS OF 2021/22 ON PREVENTING IAGEMENT SYSTEM SHOULD
Signature	Date	

Name of bidder

.....

Position

# Part 5 – Schedule E Qualifications and Experience

Client	Sector:	Value of	Year	Contact	Contact N
	e.g. Health, Education, etc.	Contract		Person	(Landline)
4. The	name of the perso	n who shall r	manage th	ne Services:	
5. Deta	il such person's q	ualifications a	and exper	ience below :	

# Part 5 - Schedule F **Organisation type**

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

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

1. NAME _	
ADDRESS :	
ID NUMBER:	
2. NAME: _ ADDRESS: _	
ID NUMBER:	
3. <b>NAME</b> :	
ADDRESS :	
ID NUMBER:	
4. NAME :	
ADDRESS :	
ID NUMBER:	
5. <b>NAME</b> :	
ADDRESS :	
ID NUMBER:	
	SIGNATURE OF (ON BEHALF OF) BIDDER
	NAME IN CAPITALS
In the presence of :	
1	
2	

2.

# Part 5 – Schedule G Organisational structure

. Prov	ide full details of the organiz	zational structure which will be utilized in the provision
of the	e Services (including where	e appropriate an organogram)
		SIGNATURE OF (ON BEHALF OF) BIDDER
		NAME IN CAPITALS
the prese	nce of:	

# Part5 – Schedule H Details of Supplier's office

Details of Supplier's office	
Physical address of supplier's office	_
	-
Telephone No of office:      Time period for which such office has been used by supplier:	-
SIGNATURE OF (ON BEHALF OF) BIDDER	
NAME IN CAPITALS	
In the presence of:	
1	
2	

# Part5 –Schedule I Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. If this requirement is not complied with in full the bid may be considered invalid. The bidder must submit proof of financial capacity; recent 3 month's bank statements or recent audited financial statements. Failure to submit will invalidate the bid. Nature of Service: Name of bidder: Bid Number: FINANCIAL POSITION OF BIDDER 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; or recent audited financial statements confirming financial viability. 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. 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. ......

# Part 5 – Schedule J Preference Points Claim Forms

**SBD 6.1** 

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

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

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

1. GENERAL CONDITIONS

1.1

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

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

1.2

# To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

# 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

## 2. **DEFINITIONS**

(a)

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

# 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

# 3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or

Where

Pmin =

Ps = Points scored for price of tender under consideration

Price of lowest acceptable tender

Pt = Price of tender under consideration

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (d) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (e) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 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 Disadvantaged Individuals - Race		20% (4)		
Historically Disadvantaged Individuals - Women		20% (4)		
Historically Disadvantaged Individuals - Disability		20% (4)		
Youth		20% (4)		
Military Veteran		20% (4)		
Total		20		

# **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.2. N	lame of company/firm
5.3. C	Company registration number:
5.4.	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Public Company</li> <li>□ Personal Liability Company</li> <li>□ (Pty) Limited</li> <li>□ Non-Profit Company</li> <li>□ State Owned Company</li> <li>[TICK APPLICABLE BOX]</li> </ul>
5.5.	I. the undersigned, who is duly authorised to do so on behalf of the company/fi

- 5.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND N	IAME:
ADDRESS:	

# **EXECUTION PLAN**

