



SUPPLY CHAIN MANAGEMENT DIRECTORATE

INVITATION TO BID: NWDOH 04/2022: DISTRIBUTION OF PHARMACEUTICAL AND MEDICAL CONSUMABLES FROM DISTRICT BULK PHARMACIES AND HOSPITALS TO PRIMARY HEALTH CARE (PHC) FACILITIES IN THE BOJANALA, DR. KENNETH KAUNDA, NGAKA MODIRI MOLEMA AND DR. RUTH SEGOMOTSI MOMPATI DISTRICTS FOR A PERIOD OF THREE (03) YEARS

Open bids are hereby invited for Distribution of Pharmaceutical and Medical Consumables from District Bulk Pharmacies and Hospitals to Primary Health Care (PHC) facilities in the Bojanala, Dr. Kenneth Kaunda, Ngaka Modiri Molema and Dr. Ruth Segomotsi Mompoti Districts for a period of three (03) Years

The conditions contained in the Preferential Procurement Policy Framework Act and 2017 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2017, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH 04/2022
Company Name :
Closing date : 14 July 2022
Closing time : 11H00

NB. DUE TO COVID 19 DISASTER MANAGEMENT REGULATIONS, THERE WILL BE NO BRIEFING SESSION HOWEVER TECHNICAL QUESTIONS OR ENQUIRIES CAN BE SEND TO Mr J Maleme at jmaleme@nwpg.gov.za

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. Regulation 16A9. 1 [e] and [f] the Accounting Officer of the Department may-

- i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or
- ii. Cancel a contract awarded to a supplier of goods or services
 - If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
 - If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. Regulation 16A9.2 [a] and [b] the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-**

- i. Bid information and documentation are confidential
- ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. In terms of the **NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

“6.5. No person should:-

“6.5.1 Interfere with the supply chain management system of an institution

“6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **No correspondence will be entered into regarding non-submission/attachment of documents. Failure to submit all the required documents will render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and put a company stamp on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. –Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to accept any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 1 OF 2015/2016 dated 21 December 2015 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms D Ngakantsi at 018 391 4239/ E-mail: dngakantsi@nwpg.gov.za
- Ms T Moekwa at 018 391 4558/ E-mail: diphokot@nwpg.gov.za

TECHNICAL ENQUIRIES:

- Mr J Maleme/ Mr K Kgomo at : 018 384 4838/ 083 587 7976/ E-mail: jmaleme@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID REQUIREMENTS

- a. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b. Bids will be valid for a period of 90 days.
- c. All bid prices must be quoted in South African currency and must be VAT inclusive.
- d. All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

15. MANDATORY BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **NATIONAL TREASURY INSTRUCTION NO.1 OF 2015/2016 ADVERTISEMENT OF BIDS AND THE PUBLICATION OF AWARDS ON THE e-TENDER PUBLICATION PORTAL dated 01 April 2015** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and

are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 May 2015, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- (a) Bid description;
 - (b) Bid number;
 - (c) Name of the PFMA compliant institution;
 - (d) The place where the bid is required;
 - (e) The closing date and time of the bid;
 - (f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
 - (g) The place where bids can be collected;
 - (h) The place where bids should be delivered; and
 - (i) The bid document, that is,
- Invitation to Bid-which explains the mandatory bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - Mandatory SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference OR Bill of Quantities requirements - depending on the technical nature of the bid.

MANDATORY BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable mandatory SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the mandatory SBD forms (SBD form 1, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA**

Regulations AND to fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified.

Certified copies of Identity Documents of the Directors / Main Shareholders of the company.

NB. REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]- CONSTITUTIONAL AND JUSTICE DEPARTMENT

The above RSA Proclamation /Government Gazette governs the Appointment the Commissioners of Oaths and certification of documents and provide as follows:-

PROCEDURE FOR CERTIFYING DOCUMENTS

- a. "If the Commissioner of Oaths is sure that the copy is in fact a true copy of the original document and no unauthorised amendments have been made, the commissioner of oaths must write down or stamp that he/she certifies that the document is a true copy of the original document and that there are no indications that the original document has been altered by an unauthorised persons."
- b. "Thereafter the Commissioner of oaths must append a signature and also print out name, designation, contact particulars and date[...of certification]"

"LEGAL IMPLICATIONS

"6 .If copies of documents are not certified correctly as true copy of the original, the Commissioner of Oaths who certified the documents, may find himself/herself in the Court as a co-accused for assisting someone to commit fraud or as a witness to give evidence on the falsified documents"

COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 OF 2016- OBJECTION REGARDING CERTIFICATION OF DOCUMENTS-PROVIDE AS FOLLOWS:-

"CPIC has observed the inconsistency of certified documents submitted for various transactions. Certification of documents must have the following:-

- '1. There must be clear full names, surnames and signature of the person who certifies the document."
- "2. In the event of certification being done by SAPS, then in addition to the above, there must be a Force Number.
- "3. There must be Practise Number where an Auditor or Accounting Officer are certifying the documents.
- "4 Certification stamp date **MUST NOT BE OLDER THAN SIX MONTHS."**

**COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 54 OF 2016-
REQUIREMENTS REGARDING CERTIFICATION OF DOCUMENTS-effective from 01
November 2016-provides as follows:-**

"The following amongst other things must be complied with when certifying the document as a true copy of the original

- *"Certification date stamp must not be older than six months"*
- *"The full names and surname, date, designation and signature of the Commissioner of Oaths who certifies the document"*
- *"The Commissioner of Oaths must append a signature and also print out name, designation, contact particulars and date"*

- (b) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report-
The Department will also verify the tax compliance status of bidder
- (c) Only Bidders who collect bid documentation from the Health Department
must attach a General Revenue Receipt of **Two Hundred Rand (R200-00)**.
Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout
or Departmental Revenue Receipt reflecting the name of the Bidder and
Bid Number –**Bidders are encouraged to download the bid documentation
from the E-Tender Website due to current pandemic (Lockdown
regulations).**

Bank Name	: FNB
Account Name	: NW Health
Account holder	: NWPG
Branch code	: 250655
Account number	: 62811730747

- (d) Copy of Company Registration Certificate from the Registrar of Companies
of all Parties indicating the names of directors or main shareholders of the
company. **NB The old Company Registration certificates issued in terms of
the repealed 1973 Companies Act which do not show the company
Directors 'names are not acceptable. All bidders are required to submit the
updated Company Registration Certificates issued by the Registrar of
Companies in terms of the 2008 Companies Act, that is, a complete
certificates which indicate the names of all Directors or main shareholders
of the Company.**
- (e) Bidders are required to submit original and valid B-BBEE Status level
Verification Certificate or certified copies thereof, or confirmation letter,
together with their bids, to substantiate their B-BBEE rating claims.
An EME is required to submit a sworn affidavit confirming their annual total
revenue of R10 MILLION or less and level of black ownership to claim points
as prescribed by regulation 6 and 7 of the Preferential Procurement
Regulations 2017

(f) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(g) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
- Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N.R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]**
- Joint venture agreement duly signed by all parties
- Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00** [Original or Copy]—Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement
- A certificate or agreement regarding shareholder -ship of members
- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
- Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential

Procurement Regulations 2017--Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

- (h) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEE Status Level Verification Certificate for every separate bid
- (i) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

NB. SHOULD ALL THE DOCUMENTS STATED ABOVE NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID.

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

16. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

16.1 Verification agencies accredited by SANAS

- 16.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 16.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee default.php>
- 16.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 16.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

17. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 17.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 17.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 17.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 17.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage black beneficiaries to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 17.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate

18. FUNCTIONAL REQUIREMENTS

The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values as well as the minimum qualifying score for functionality are contained in the technical Bid Specifications.

2017 PPPFA REGULATIONS: 2017 NATIONAL TREASURY IMPLEMENTATION GUIDE
"14. SUB CONTRACTING AS A CONDITION OF TENDER FOR PROCUREMENT ABOVE
R30 MILLION [Regulation 9]

- "14.1 The regulation states that if feasible to contract above 30 million, an organ of state must apply sub-contracting to advance designated groups."
- "14.2 The term "feasible" is used in recognition of the fact that it may not always be possible to sub-contract in all tenders due to the nature of some tenders for instance, it may not be possible to sub-contract one piece of machinery that is above 30 million."
- "14.9 In the case of construction and built environment sectors nothing prevents bidders / contractors /suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions"
- "14.12 The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier "

19. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS

19.1 80/20

- 80 = Price; NOTE: All bid price/s should be VAT inclusive.
- 20 = Preferential Points(Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0


CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE:

20220615

INVIT/ NWDOH 04/2022

COMPLIANCE CHECKLIST		
NB. THE BIDDERS MUST COMPLETE THE CHECKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE MANDATORY BID ADMINISTRATIVE REQUIREMENTS		
NO	REQUIREMENT	HAVE YOU ATTACHED Answer Yes or No
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website due to current pandemic (Lockdown regulations).	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2017 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 4-Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 -Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	
4	Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]	

5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- <i>Indicate the expiry date[s] of all the TCC</i> The Department will also verify the tax compliance status of bidder	
6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail	
7	TOTAL BID PRICE INCLUDING VAT AMOUNT.....	
8	Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder <i>Indicate the expiry date[s] of all the TCC of the JV partners.</i>	

9.2	<i>Certified Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture not older than six months..- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]</i>	
9.3	<i>Joint venture agreement duly signed by all parties</i>	
9.4	<i>General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement</i>	
9.5	<i>Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.</i>	
9.6	Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	<i>A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid</i>	
11	<i>Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids</i>	

12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH 04/2022 Company Name : Closing date : 14 JULY 2022 Closing time : 11H00	
13	<i>Address and contact details:</i>	

SIGNATURE BY BIDDER:

DATE:



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

Cnr Sekame & First
Street
New Office Park
Mahikeng 2745
Private Bag X2068
MMABATHO, 2735

Botha T H
Tel: 018 391 4259
Bothah@nwpg.gov.za
www.nwhealth.gov.za



DEPARTMENTAL BID ADJUDICATION COMMITTEE

1. NAME OF BID

Request to Advertise Distribution of pharmaceutical and medical consumables from District bulk pharmacies and Hospitals to Primary Health Care (PHC) facilities in the Bojanala, Dr. Kenneth Kaunda, Ngaka Modiri Molema and Dr. Ruth Segomotsi Mompoti Districts for a period of three (03) YEARS

2. PURPOSE

To request invite open bids for the distribution of pharmaceutical and medical consumables from District bulk pharmacies and Hospitals to Primary Health Care (PHC) facilities in Bojanala, Dr. Kenneth Kaunda, Ngaka Modiri Molema and Dr. Ruth Segomotsi Mompoti Districts for a period of three (03) years.

3. BACKGROUND INFORMATION

The Department of Health, North West Province requires the services of distributors that would ensure safe, efficient and timely delivery of pharmaceuticals and medical consumables.

Currently the Districts Hospitals after receiving stock from Mmabatho Medical stores situated in Mafikeng they supply health facilities within their respective areas. The health facilities are situated in Dr Kenneth Kaunda, Dr Ruth Segomotsi Mompoti, Ngaka Modiri Molema and Bojanala Districts. Delivery is every two weeks (14 days) and provision is also made for delivery of emergency orders.

4. EXPECTED DELIVERABLES AND OUTCOMES

- 4.1 Loading of stock at the collection points.
- 4.2 The transportation of stock from the collection points to the health facilities
- 4.3 Unloading of stock at the health facilities.
- 4.4 Return of documentation and stock from facilities to collection points

5. TIME FRAME/DURATION OF TENDER

Three (03) years.

6. BIDDER REQUIREMENTS

- a. Bidders must submit a strategy for distribution outlining all processes and procedures that the bidder shall implement to deliver on this bid including, but not limited to the following:
 - (i) Company profile highlighting management skills, training and development plan, technical experience, roles and responsibilities of main team members
 - (ii) Communication plan including communication with drivers and the department
 - (iii) Fleet management capability and number of vehicles
 - (iv) Back-up for breakdowns and turnaround time to respond to break downs
 - (v) Bidders are required to submit the Human Resources Plan together with **the CVs of Staff**
 - (vi) The bidder to supply a **contingency plan** in case of industrial action of employees and any other risks associated with services
 - (vii) Bidder to quote per kilometer for each category (tonnage) of vehicles indicated
 - (viii) Department reserve a right to be awarded per district. No bidder will be awarded more than 2 districts and bidder to be indicating which district they bidding for.
 - (ix) The department reserves the right to award per Sub district
 - (x) No bidders will be awarded more than two (02) Sub-Districts
 - (xi) Bidders to indicate which Sub districts are they bidding for.

7. POST AWARD CONDITIONS

- I. The department reserves the right to award according to the most economical service option submitted.
- II. Department reserves the right to award the bid in whole or in part or not make an award.
- III. The Department reserves the right to conduct price negotiations, where deemed necessary before the award
- IV. The successful bidder/s is/are bound to protect the confidentiality of all data and information gathered and accessed through the contract. Information and data received and accessed through this bid can only be used to meet the objectives outlined in these specifications. (Protection of Private Information Act, (POPIA)
- V. All records, data and information emanating from the contract remain the intellectual Property of the department and must be treated as confidential by the Service Provider.

- VI. At the end of the contract period, the service provider shall make available to the Department a record of all the data and information related to the contract.
- VII. The department reserves the right to add or amend health facilities or delivery points and may request deliveries or collections to other provinces (quotations to contracted supplier/s)
- VIII. The department reserves the right to conduct service provider due diligence prior to final award or at any time during the contract period.
- IX. Department reserves a right to award per Sub district. No bidder will be awarded more than 2 sub districts and bidder to indicate which sub district they bidding for.
- X. **Penalties** will be applied individually according to specific criteria as defined in the Service Level Agreement.
- XI. The bidder must provide proof of ownership and valid roadworthy certificates for each vehicle and/or proof of signed lease agreement (letter of intent) as well as proof of valid professional drivers permit (PDP) for each driver.
- XII. The bidder shall be responsible for, but not limited to, the costs of the vehicles, comprehensive insurance for the vehicles, goods in transit insurance for medical supplies, maintenance and repairs of the vehicles, toll fees, fuel and salaries of the drivers and all personnel belonging to the Bidder
- XIII. The Department and the bidder shall enter into a Service Level Agreement (SLA) after the award.
- XIV. **Loading**
- The service provider must ensure that the consignment is received in sealed undamaged boxes.
 - The service provider must ensure that the consignment is loaded and stacked in a way to prevent damages to the contents or stock. Last delivery point to be loaded first (First in Last Out)
 - The service provider must note that some routes have gravel roads and vehicles must be loaded appropriately to prevent damages in transit

8. DISTRIBUTION AND TRANSPORTATION

- The Service Provider must be able to distribute to all identified health facilities in the Province without compromising the quality of health products.
- The service provider may be required to collect stock and documents from facilities to the distribution point
- Deliveries will be made in accordance with the details appearing on the official documents.
- All deliveries will be accompanied by a delivery note and invoice stating the official order number against which the delivery is made.

- All deliveries must be made on a same day. Pre-loading will only be allowed for health facilities/Demanders that are far from collection point and the vehicle will remain on-site until early morning departure. The service provider is not allowed to store the stock.
- The current delivery schedule from District bulk pharmacies and Hospitals is bi-monthly
- The department retains the right to change the delivery schedule and may also request urgent or emergency deliveries.
- Upon receipt, the beneficiary or health facility will confirm that the goods received are in good condition including the maintenance of the cold chain (where applicable) and record this on the delivery note.
- The contractor shall maintain cold chain for heat sensitive items requiring cold chain maintenance during transportation. Cold chain items are transported in cold chain boxes supplied by the department.
- Each driver must be accompanied by one assistant during deliveries with 1 ton and 2 tons. In case of very small load there is no need for an extra assistant.

9. DELIVERY DOCUMENTATION

9.1 Each delivery will be accompanied by the following documentation:

(i) Delivery note, three copies. The delivery note should contain:

- delivery note and invoice/s
- Health facility order number
- Dispatch date
- Name of dispatcher
- List of health products with quantities, batch numbers and expiry dates (this will appear on the invoice)
- Number of boxes, specify cold chain boxes and envelopes
- Space for comments, if necessary, by the recipient, on the delivery
- Confirmation of cold chain maintenance, where applicable.

(ii) For each completed delivery the following documentation must be returned to the distribution point:

- Electronic delivery note if applicable
- One hard copy of the signed delivery note and invoice
- The service provider and the distribution point will agree in the contract and SLA on the frequency of exchange of these documents.

9.2 RESOURCE REQUIREMENTS

9.2.1 Vehicles.

9.2.1.1 The contractor must provide vehicles which are suitable for the transportation of medicines and medical consumables. The vehicles must have closed insulated load compartments which are dust and water proof, lockable and which shall ensure the security of stock during transportation.

9.2.1.2 Contracted vehicles carrying medicines are not allowed to carry goods or substance

9.2.1.3 Minimum vehicles required: The bidder must have access to 1 ton and 2 tons for each district

9.2.1.4 The department reserves the right to select the most appropriate sized vehicle for every delivery.

9.2.1.5 The contractor shall be responsible for, but not limited to, the costs of the vehicles, comprehensive insurance for the vehicles, maintenance and repairs of the vehicles, toll fees, fuel and salaries of the drivers and all personnel belonging to the contractor. Refer to comments about insurance

9.2.1.6 The contractor shall be responsible for losses incurred during transportation including break in cold chain for thermo-labile products. Refer to comments about insurance

9.2.1.7 The bidder must provide proof of road worthy certificate of each vehicle and provide proof of professional drivers permit for each driver. These must remain valid for the duration of the contract.

10. TECHNICAL SPECIFICATIONS

The service provider will perform all the required services and functions as required by Medicines and related substances Act, Good Wholesaling & Distribution Practices¹, Transport legislation and any other applicable legislative framework including Administrative Adjudication of Road Traffic Offenses (AARTO).

11. EVALUATION CRITERIA

11.1 Functionality

FUNCTIONALITY	POINTS
EXPERIENCE IN TRANSPORTATION OF GOODS [PROOF /REFERENCE LETTERS WITH CONTACTABLE CONTACT DETAILS MUST BE ATTACHED]	50
3 years and more	50
2 years but less than 3 years	30
1 years but less than 2 years	20
Less than 1 year	10
Logistics Capacity (1 ton and 2 tons)	30
Proof of ownership (copies of vehicles registrations in company's name) or letter of intent to lease signed by both parties	30
Non submission	0
Contingency Plan	20
Submission of contingency plan	20
None submission of contingency plan	0
MAXIMUM POINTS	100

NB: only bidders that score minimum of **60** points shall proceed to the next stage of evaluation.

11.2 PRICING

80 = Price, NOTE: All bid price/s should be VAT inclusive.

20 = Preferential Points (Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non- compliant contributor	0

NB: Bidders to indicate which Sub districts are they bidding for.

Annexure A: As per delivery schedule from the Department

Delivery Routes and estimated round trip km distances (from the Hospitals to CHC, Clinics and back).

**11.3 PRICING SCHEDULE NGAKA MODIRI MOLEMA ROUTES
(COMPLETE THE PRICE SCHEDULE)**

	TONS	PRICE PER TON PER KILOMETER
1.	1	R
2.	2	R
	TOTAL	
	VAT	
	GRAND TOTAL	

NMM ROUTES

Route code	Demander (Clinics)	Estimate Kilometres
TSWAING SUB-DISTRICT		
ROUTE 1	Tswaing sub-district	
1_Tues_HOS1	Delareyville Pharmacy start	
1_Tues_HOS1	Gannalaagte Clinic	36
1_Tues_HOS1	Mofufutso Clinic	19
1_Tues_HOS1	Kunana Clinic	16
1_Tues_HOS1	Atamalang CHC	19
1_Tues_HOS1	Frisgewaagd Clinic	10
1_Tues_HOS1	Delareyville Pharmacy end	21
1_Tues_HOS1		121
ROUTE 2	Tswaing subdistrict	
2_Thur_HOSP1	Delareyville pharmacy start	
2_Thur_HOSP1	Sannieshof CHC	41

2_Thur_HOSP1	Agisanang Clinic	6
2_Thur_HOSP1	Letsopa clinic	39
2_Thur_HOSP1	Ottosdal clinic	4
2_Thur_HOSP1	Delareyville pharmacy end	61
2_Thur_HOSP1		151
RATLOU SUB-DISTRICT		
ROUTE 1	RATLOU SUB-DISTRICT	
1_MON_HOS8	Gelukspan hospital start	
1_MON_HOS8	Mareetsane Clinic	41
1_MON_HOS8	Kraaipan Clinic	52
1_MON_HOS8	Setlagole Clinic	35
1_MON_HOS8	Ramabesa health Post	19
1_MON_HOS8	Madibogo Old	11
1_MON_HOS8	Madibogo Pan clinic	13
1_MON_HOS8	Lesego village	8
1_MON_HOS8	Ratlou CHC	7
1_MON_HOS8	Gelukspan hospital END	84
1_MON_HOS8		270
ROUTE 2	RATLOU SUB-DISTRICT	
2_Fri_HOS15	Mahikeng Pharmacy start	
2_Fri_HOS15	Disaneng Clinic	41
2_Fri_HOS15	Mayaeyane clinic	33
2_Fri_HOS15	Makgobistad	17
2_Fri_HOS15	Loporung Clinic	12
2_Fri_HOS15	Mahikeng Pharmacy end	86
2_Fri_HOS15		189
ROUTE 3	RATLOU SUB-DISTRICT	
3_Thur_HOS15	Mahikeng Pharmacy start	
3_Thur_HOS15	Tshidilamolomo Clinic	118
3_Thur_HOS15	Masamane Clinic	6
3_Thur_HOS15	Mabule Clinic	10
3_Thur_HOS15	Logageng Clinic	27
3_Thur_HOS15	Moshawana clinic	19
3_Thur_HOS15	Mahikeng Pharmacy end	145
3_Thur_HOS15		325
DITSOBOTLA SUB-DISTRICT		

route 1	Gen de La Rey pick-up	
1_Tues_HOS10	Gen de la Rey Hospital start	
1_Tues_HOS10	BlydevilleNew Clinic	6
1_Tues_HOS10	Blydeville old Clinic	2
1_Tues_HOS10	Thlabologang Clinic	22
1_Tues_HOS10	Coligny Clinic	3
1_Tues_HOS10	Ga-Motlatla Clinic	45
1_Tues_HOS10	Gen de la Rey returned	46
1_Tues_HOS10		124
ROUTE 2	Ditsobotla - Gen de La Rey pick-up	
2_Mon_HOS10	Gen de la Rey - start	
2_Mon_HOS10	CARLISONIA	34
2_Mon_HOS10	Bakerville	15
2_Mon_HOS10	Lichtenburg Town	22
2_Mon_HOS10	Dudfield/holcim/afriSam	15
2_Mon_HOS10	Itekeng Clinic	32
2_Mon_HOS10	Boikhutso - level 2	36
2_Mon_HOS10	Gen de la Rey returned	5
2_Mon_HOS10		159
Route 3	Ditsobotla - Thusong pick-up	
3_Wed_HOS	Thusong Pharmacy start	
3_Wed_HOS	Itsoeng CHC	11
3_Wed_HOS	Itsoeng clinic	4
3_Wed_HOS	Bodibe old clinic	7
3_Wed_HOS	Bodibe new clinic	5
3_Wed_HOS	Boitshoko clinic	9
3_Wed_HOS	matile clinic	8
3_Wed_HOS	Thusong Pharmacy end	30
3_Wed_HOS		74
Ramothsere Moolwa sub-district		
route 1	RM - Zeerust pick up	
1_Tues_HOS13	Zeerust Hospital start	
1_Tues_HOS13	Zeerust Local Clinic	3
1_Tues_HOS13	Tswelelopele CHC	4
1_Tues_HOS13	Lekubu Donation	24
1_Tues_HOS13	Mokgola Donation	20
1_Tues_HOS13	Lekgopung Clinic	108
1_Tues_HOS13	Supingstadt Clinic	6

1_Tues_HOS13	Kopfontein clinic	20
1_Tues_HOS13	Mmasebudule clinic	73
1_Tues_HOS13	Pachsdraai Clinic	30
1_Tues_HOS13	Groot Marico clinic	48
1_Tues_HOS13	Zeerust Hospital end	41
1_Tues_HOS13		377
Route 2	RM - Lehurutshe pick up	
2_Thus_HOS2	Lehurutshe pharmacy start	
2_Thus_HOS2	Lehurutshe clinic	4
2_Thus_HOS2	Dinokana CHC	10
2_Thus_HOS2	Dinokana clinic	1
2_Thus_HOS2	Khunotswane Clinic	17
2_Thus_HOS2	Gopane Clinic ARV	37
2_Thus_HOS2	Lobatla clinic	25
2_Thus_HOS2	Motswedi Clinic	14
2_Thus_HOS2	Lehurutshe Pharmacy end	27
2_Thus_HOS2		135
Route 3	RM - Lehurutshe pick up	
3_Fri_HOS2	Lehurutshe Pharmacy start	
3_Fri_HOS2	Ntswelletsoku Clinic	6
3_Fri_HOS2	Mosweu Clinic ARV	10
3_Fri_HOS2	Borakalalo Clinic	15
3_Fri_HOS2	Driefontein Clinic	19
3_Fri_HOS2	Rietpan Clinic	6
3_Fri_HOS2	Moshana Health Centre	19
3_Fri_HOS2	Swartkop Psychiatric	11
3_Fri_HOS2	Lehurutshe Pharmacy end	68
3_Fri_HOS2		154

MAHIKENG SUB-DISTRICT		
ROUTE 1	MAHIKENG SUB-DISTRICT	
1_Wed_HOS8	Gelukspan hospital start	
1_Wed_HOS8	Makouspan Clinic	15
1_Wed_HOS8	Weltevreden Clinic	7
1_Wed_HOS8	Gelukspan Gate way	26
1_Wed_HOS8	Gelukspan hospital END	1
1_Wed_HOS8		49
Route 2	Mahikeng sub-district	

2_Tues_HOS15	Mafikeng Pharmacy start	
2_Tues_HOS15	Setlopo Clinic	1
2_Tues_HOS15	Matshepe Clinic	23
2_Tues_HOS15	Matlhonyane clinic	9
2_Tues_HOS15	Dithakong Clinic	8
2_Tues_HOS15	Rapulana Clinic	43
2_Tues_HOS15	Tshunyane Clinic	21
2_Tues_HOS15	Lekoko CHC	21
2_Tues_HOS15	Madibe Makgabane	10
2_Tues_HOS15	Modimola Clinic	10
2_Tues_HOS15	Masutlhe 1 Clinic	5
2_Tues_HOS15	Masutlhe 2 Clinic	12
2_Tues_HOS15	Mahikeng Pharmacy end	28
2_Tues_HOS15		191
MAHIKENG SUB-DISTRICT		
Route 3	Mahikeng sub-district	
3_Wed_HOS15	Mafikeng Pharmacy start	
3_Wed_HOS15	Maureen Robert Clinic	3
3_Wed_HOS15	Motlabeng Clinic	10
3_Wed_HOS15	Unit 9 CHC	2
3_Wed_HOS15	Lokaleng Clinic	9
3_Wed_HOS15	Mogosane Clinic	7
3_Wed_HOS15	Tlapeng Clinic	10
3_Wed_HOS15	Miga Clinic	17
3_Wed_HOS15	Ramatlabama CHC	12
3_Wed_HOS15	Tsetse Clinic	8
3_Wed_HOS15	Lonely Park Clinic	16
3_Wed_HOS15	Mahikeng Pharmacy end	10
3_Wed_HOS15		104
Route 4	Mahikeng sub-district	
4_Thur_HOS15	Mahikeng Pharmacy start	
4_Thur_HOS15	Mahikeng gateway	1
4_Thur_HOS15	Magogoe Clinic	9
4_Thur_HOS15	Mocoseng Clinic	6
4_Thur_HOS15	Montshioa Stadt CHC	5
4_Thur_HOS15	Montshioa Township Clinic	4
4_Thur_HOS15	Maruping Clinic	43
4_Thur_HOS15	Mahikeng Pharmacy End	40
4_Thur_HOS15		108

11.4 PRICING DR RSM DISTRICT ROUTES
(COMPLETE THE PRICE SCHEDULE)

	TONS	PRICE PER TON PER KILOMETER
1.	1	R
2.	2	R
	TOTAL	
	VAT	
	GRAND TOTAL	

DR RSM DISTRICT

Route code	Demanders (Clinics)	Estimate Kilometers
Kagisano Molopo Sub District		
Route 1	Kagisano Molopo District	
1_Mon_HOS	Ganyesa Hospital Start	
1_Mon_HOS	Ganyesa CHC	7
1_Mon_HOS	Ganyesa youth center	2
1_Mon_HOS	Moswana clinic	12
1_Mon_HOS	Austrey clinic	5
1_Mon_HOS	Tlaskgameng CHC	15
1_Mon_HOS	Kudungwane clinic	8
1_Mon_HOS	Piet Plessis CHC	40
1_Mon_HOS	Phaposane clinic	63
1_Mon_HOS	Ganyesa Hospital End	25
	Total route 1	177
ROUTE 2	Kagisano Molopo District	
2_Wed_HOSP	Ganyesa Hospital start	
2_Wed_HOSP	Morokweng CHC	70
2_Wed_HOSP	Morokwaneng clinic	2
2_Wed_HOSP	Bona Bona clinic	34
2_Wed_HOSP	Ganyesa hospital end	100

	Total route 2	206
Route 3	Kagisano Molopo District	
3_Thur_HOSP	Ganyesa Hospital Start	
3_Thur_HOSP	Kokoana clinic	110
3_Thur_HOSP	Tseoge clinic	8
3_Thur_HOSP	Setabeng clinic	10
3_Thur_HOSP	Bray CHC	68
3_Thur_HOSP	Ganyesa Hospital end	170
	Total Route 3	366
Route 4	Kagisano Molopo District	
4_Wed_HOSP	Ganyesa Hospital Start	
4_Wed_HOSP	Tlapeng clinic	12
4_Wed_HOSP	Kgokgole clinic	24
4_Wed_HOSP	Kgokojane clinic	7
4_Wed_HOSP	Ecron clinic	37
4_Wed_HOSP	Ganyesa hospital end	70
	Total Route 4	150
Greater Taung Sub District		
ROUTE 1	Greater Taung sub Dsitric	
1_Mon_HOSP	Taung Hospital start	
1_Mon_HOSP	Lower Majeakgoro clinic	47
1_Mon_HOSP	Upper Majeakgoro clinic	8
1_Mon_HOSP	Sekhing CHC (New)	8
1_Mon_HOSP	Kgomotso clinic	24
1_Mon_HOSP	Mammutla clinic	20
1_Mon_HOSP	Madipelesa clinic	20
	Taung Hospital end	114
	Total Route 1	241
ROUTE 2	Greater Taung sub Dsitric	
2_Tues_HOSP	Taung Hospital start	
2_Tues_HOSP	Manthe CHC	15
2_Tues_HOSP	Tlapeng clinic	15
2_Tues_HOSP	Tweelingspan clinic	10
2_Tues_HOSP	Kokomeng clinic	14
2_Tues_HOSP	Khudutlou clinic	6
2_Tues_HOSP	Molelema clinic	10
2_Tues_HOSP	Mothanthanyane clinic	8

2_Tues_HOSP	Picong clinic	8
2_Tues_HOSP	Taung hospital end	18
	Total Route 2	104
Route 3	Greater Taung sub Dsitric	
3_Wed_HOSP	Taung Hospital start	
3_Wed_HOSP	Leshobo clinic	31
3_Wed_HOSP	Mokgareng clinic	8
3_Wed_HOSP	Reivilo CHC & Clinics	59
3_Wed_HOSP	Taung Hospital end	70
	Total Route 3	168
ROUTE 4	Greater Taung sub Dsitric	
4_Tues_HOSP	Taung hospital start	
4_Tues_HOSP	Cokonyane clinic	11
4_Tues_HOSP	Ikotlhaeng Mahura Clinic	26
4_Tues_HOSP	Pudimong CHC	12
4_Tues_HOSP	Matlapaneng clinic	7
4_Tues_HOSP	Dryharts clinic	18
4_Tues_HOSP	Maganeng clinic	10
4_Tues_HOSP	Taung Hospital end	40
	Total Route 4	124
Route 5	Greater Taung sub Dsitric	
5_Mon_HOSP	Taung Hospital start	
5_Mon_HOSP	Taung Gateway clinic	0
5_Mon_HOSP	Taung Station clinic	9
5_Mon_HOSP	Buxton clinic	19
5_Mon_HOSP	Mocweding clinic	11
5_Mon_HOSP	Magogong clinic	30
5_Mon_HOSP	Maphoitsile clinic	9
5_Mon_HOSP	Taung Hospital end	19
	Total Route 5	97
Mamusa Sub District	Mamusa Sub District	
Route 1	Mamusa Sub District	
1_Thurs_HOSP	Schweizer Hospital start	
1_Thurs_HOSP	Schweizer Reneke Town clinic	1
1_Thurs_HOSP	Charon clinic	3
1_Thurs_HOSP	Ipelegeng clinic	1
1_Thurs_HOSP	Mamusa CHC	4
1_Thurs_HOSP	Amalia clinic	27

1_Thurs_HOSP	Glaudina clinic	88
1_Thurs_HOSP	Schweizer Hospital end	58
	Total Route 1	182
Lekwa Teemane Sub District		
Route 1	Lekwa Teemane Sub District	
1_Wed_HOSP	Bloemhof CHC start	
1_Wed_HOSP	Coverdale clinic	3
1_Wed_HOSP	Boitumelong clinic	3
1_Wed_HOSP	Bloemhof Town clinic end	5
	Total Route 1	11
Route 2	Lekwa Teemane Sub District	
2_Thurs_HOSP	Christian Hospital start	
2_Thurs_HOSP	Christiana Town clinic	3
2_Thurs_HOSP	Geluksoord clinic	5
2_Thurs_HOSP	Utlwanang clinic	8
2_Thurs_HOSP	Christiana hospital	14
2_Thurs_HOSP	Bloemhof CHC end	54
	Total Route 2	84
Naledi Sub District		
ROUTE 1	Naledi Sub District	
1_Thurs_HOSP	Joe Morolong Memorial start	
1_Thurs_HOSP	Huhudi CHC	3
1_Thurs_HOSP	Gateway clinic	5
1_Thurs_HOSP	Colridge clinic	4
1_Thurs_HOSP	Stella Clinic	48
1_Thurs_HOSP	Joe Morolong Memorial end	52
		112

11.5 PRICING BOJANALA DISTRICT ROUTES

(COMPLETE THE PRICE SCHEDULE)

	TONS	PRICE PER TON PER KILOMETER
1.	1	R
2.	2	R
	TOTAL	
	VAT	
	GRAND TOTAL	

BOJANALA DISTRICT

Route code	Demander (Clinics)	Estimate Kilometers
MADIBENG Sub-district		
ROUTE 1	MADIBENG SUB-DISTRICT	
1_Mon_Pharmacy1	MADIBENG PHARMACY START	0
1_Mon_Pharmacy1	DAMONSVILLE	8
1_Mon_Pharmacy1	MOTHUTLUNG	5
1_Mon_Pharmacy1	HARTBEESPOORT	28
1_Mon_Pharmacy1	BROEDERSTROOM	20
1_Mon_Pharmacy1	SONOP	41
1_Mon_Pharmacy1	MADIBENG PHARMACY END	12
1_Mon_Pharmacy1		114
ROUTE 2	MADIBENG SUB-DISTRICT	
2_Tues_Pharmacy1	MADIBENG PHARMACY START	0
2_Tues_Pharmacy1	LETHLABILE	26
2_Tues_Pharmacy1	MABALOKA	12
2_Tues_Pharmacy1	JERICHO	12
2_Tues_Pharmacy1	FAFUNG	24
2_Tues_Pharmacy1	MADIBENG PHARMACY END	70

2_Tues_Pharmacy1		144
ROUTE 3	MADIBENG SUB-DISTRICT	
3_Wed_Pharmacy1	MADIBENG PHARMACY START	0
3_Wed_Pharmacy1	RABOKALA	34
3_Wed_Pharmacy1	KGABALATSANE	8
3_Wed_Pharmacy1	OUKASIE	35
3_Wed_Pharmacy1	MADIBENG PHARMACY END	7
3_Wed_Pharmacy1		84
ROUTE 4	MADIBENG SUB-DISTRICT	
4_Thurs_Pharmacy1	MADIBENG PHARMACY START	0
4_Thurs_Pharmacy1	BAPONG	19
4_Thurs_Pharmacy1	MAJAKANENG	8
4_Thurs_Pharmacy1	MODDERSPRUIT	6
4_Thurs_Pharmacy1	SEGWAELANE	9
4_Thurs_Pharmacy1	WONDERKOP	10
4_Thurs_Pharmacy1	MADIBENG PHARMACY END	39
4_Thurs_Pharmacy1		91
ROUTE 5	MADIBENG SUB-DISTRICT	
5_Fri_Pharmacy1	MADIBENG PHARMACY START	0
5_Fri_Pharmacy1	MADIBENG	2
5_Fri_Pharmacy1	HOEKFONTEIN	20
5_Fri_Pharmacy1	HEBRON	12
5_Fri_Pharmacy1	IKHUTSENG	10
5_Fri_Pharmacy1	MADIDI	7
5_Fri_Pharmacy1	MOILETSONE (BUFFELDOORN)	11
5_Fri_Pharmacy1	MADIBENG PHARMACY	61
5_Fri_Pharmacy1		123
MORETELE SUB-DISTRICT		
ROUTE 1	MORETELE SUB-DISTRICT	
1_Mon_Pharmacy2	Moretele SD Pharmacy Start	0
1_Mon_Pharmacy2	Mathibestad clinic	3
1_Mon_Pharmacy2	Maubane clinic	9,7

1_Mon_Pharmacy2	Thulwe clinic	8,5
1_Mon_Pharmacy2	Makapanstad clinic	10
1_Mon_Pharmacy2	Kgomo-kgomo clinic	11
1_Mon_Pharmacy2	Moretele SD Pharmacy End	16
1_Mon_Pharmacy2		58,2
ROUTE 2	MORETELE SUB-DISTRICT	
2_Tues_Pharmacy2	Moretele SD Pharmacy Start	0
2_Tues_Pharmacy2	Kutlwanong clinic	47
2_Tues_Pharmacy2	Relebogile clinic	17
2_Tues_Pharmacy2	Lebotloane clinic	20
2_Tues_Pharmacy2	Rugtesloot clinic	11
2_Tues_Pharmacy2	Soutpansleegte clinic	27
2_Tues_Pharmacy2	Moretele clinic	6,5
2_Tues_Pharmacy2	Dikebu clinic	5,5
2_Tues_Pharmacy2	Tladistad clinic	9,2
2_Tues_Pharmacy2	Moretele SD Pharmacy End	14
2_Tues_Pharmacy2		128,5
ROUTE 3	MORETELE SUB-DISTRICT	
3_Wed_Pharmacy2	Moretele SD Pharmacy Start	0
3_Wed_Pharmacy2	Mogogelo	11
3_Wed_Pharmacy2	Refentse	6,8
3_Wed_Pharmacy2	Ga-Motle	14
3_Wed_Pharmacy2	Ratjiekane	5
3_Wed_Pharmacy2	Rekopantswe	4,4
3_Wed_Pharmacy2	Moretele SD Pharmacy Start	15
3_Wed_Pharmacy2		56,2
ROUTE 4	MORETELE SUB-DISTRICT	
4_Thurs_Pharmacy2	Moretele SD Pharmacy Start	0
4_Thurs_Pharmacy2	Lefatlheng clinic	7,8
4_Thurs_Pharmacy2	Leseding clinic	2,3
4_Thurs_Pharmacy2	Bosplaas clinic	5
4_Thurs_Pharmacy2	Kromkuil clinic	30
4_Thurs_Pharmacy2	Mmakaunyane clinic	14
4_Thurs_Pharmacy2	Moretele SD Pharmacy Start	23
4_Thurs_Pharmacy2		82,1

RUSTENBURG SUB-DISTRICT		
ROUTE 1	RUSTENBURG SUB-DISTRICT	
1_Mon_Pharmacy3	JST Hospital Start	0
1_Mon_Pharmacy3	MFIDIKWE	21
1_Mon_Pharmacy3	THEKWANE	4
1_Mon_Pharmacy3	MARIKANA	14
1_Mon_Pharmacy3	IKEMELENG	18
1_Mon_Pharmacy3	JST Hospital End	11
1_Mon_Pharmacy3		68
ROUTE 2	RUSTENBURG SUB-DISTRICT	
2_Tues_Pharmacy3	JST Hospital Start	0
2_Tues_Pharmacy3	TLHABANE HC	7
2_Tues_Pharmacy3	KARLIENPARK	7
2_Tues_Pharmacy3	SERALENG	6
2_Tues_Pharmacy3	FREEDOM PARK	10
2_Tues_Pharmacy3	SUNRISE PARK	15
2_Tues_Pharmacy3	JST Hospital End	11
2_Tues_Pharmacy3		56
ROUTE 3	RUSTENBURG SUB-DISTRICT	
3_Wed_Pharmacy3	JST Hospital Start	0
3_Wed_Pharmacy3	BAFOKENG HC	20
3_Wed_Pharmacy3	LUKA	7
3_Wed_Pharmacy3	CHANENG	15
3_Wed_Pharmacy3	PHATSIMA	18
3_Wed_Pharmacy3	JST Hospital End	46
3_Wed_Pharmacy3		106
ROUTE 4	RUSTENBURG SUB-DISTRICT	
4_Thurs_Pharmacy3	JST Hospital Start	0
4_Thurs_Pharmacy3	BOITEKONG CLINIC	16
4_Thurs_Pharmacy3	BOITEKONG HC	5
4_Thurs_Pharmacy3	KANANA	4
4_Thurs_Pharmacy3	TLASENG	15
4_Thurs_Pharmacy3	MONAKATO	20
4_Thurs_Pharmacy3	JST Hospital End	45
4_Thurs_Pharmacy3		105

ROUTE 5	RUSTENBURG SUB-DISTRICT	
5_Fri_Pharmacy3	JST Hospital Start	0
5_Fri_Pharmacy3	ANNA LEGOALE	45
5_Fri_Pharmacy3	HARTEBEEES	3
5_Fri_Pharmacy3	BETHANIE	27
5_Fri_Pharmacy3	RANKELENYANE	44
5_Fri_Pharmacy3	JST Hospital End	33
5_Fri_Pharmacy3		152

MOSES KOTANE SUB-DISTRICT		
ROUTE 1	MOSES KOTANE SUB-DISTRICT	
1_Mon_Pharmacy4	Moses Kotane Hospital Start	0
1_Mon_Pharmacy4	Rampampaspoort	121
1_Mon_Pharmacy4	Obakeng	14
1_Mon_Pharmacy4	Molatedi	32
1_Mon_Pharmacy4	Welgeval	37
1_Mon_Pharmacy4	Wolverdiend	12
1_Mon_Pharmacy4	Dwarsberg	20
1_Mon_Pharmacy4	Morolwe	43
1_Mon_Pharmacy4	Mankaipaa	17
1_Mon_Pharmacy4	Pitsedisulejang	18
1_Mon_Pharmacy4	Sesobe	8
1_Mon_Pharmacy4	Elandskuil	119
1_Mon_Pharmacy4	Baleema	111
1_Mon_Pharmacy4	Moses Kotane Hospital End	15
1_Mon_Pharmacy4		567

ROUTE 2	MOSES KOTANE SUB-DISTRICT	
2_Tues_Pharmacy4	Moses Kotane Hospital Start	0
2_Tues_Pharmacy4	Moruleng	48
2_Tues_Pharmacy4	Modderkuil	14
2_Tues_Pharmacy4	Mononono	12
2_Tues_Pharmacy4	Sefikile	9
2_Tues_Pharmacy4	Boikanyo	45
2_Tues_Pharmacy4	Legkraal	26
2_Tues_Pharmacy4	Lesetlheng	18
2_Tues_Pharmacy4	Moses Kotane Hospital End	50
2_Tues_Pharmacy4		222

ROUTE 3	MOSES KOTANE SUB-DISTRICT	
3_Tues_Pharmacy4	Moses Kotane Hospital Start	0
3_Tues_Pharmacy4	Ramakoka	48
3_Tues_Pharmacy4	Sandfontein	14
3_Tues_Pharmacy4	Mogwase	12
3_Tues_Pharmacy4	Bakubung	9
3_Tues_Pharmacy4	Moses Kotane Hospital End	8
3_Tues_Pharmacy4		140

ROUTE 4	MOSES KOTANE SUB-DISTRICT	
4_Thurs_Pharmacy4	Moses Kotane Hospital Start	0
4_Thurs_Pharmacy4	Bapong	25
4_Thurs_Pharmacy4	Tweelaagte	12
4_Thurs_Pharmacy4	Phalane	24
4_Thurs_Pharmacy4	Witrandjies.	18
4_Thurs_Pharmacy4	Mabeskraal Health Centre	12
4_Thurs_Pharmacy4	Seolong	32
4_Thurs_Pharmacy4	Letlhakeng	26
4_Thurs_Pharmacy4	Khayakhulu	32
4_Thurs_Pharmacy4	Cronjesboom	38
4_Thurs_Pharmacy4	David Katnagel	7
4_Thurs_Pharmacy4	Moses Kotane Hospital End	68
4_Thurs_Pharmacy4		294

ROUTE 5	MOSES KOTANE SUB-DISTRICT	
5_Fri_Pharmacy4	Moses Kotane Hospital Start	
5_Fri_Pharmacy4	Rietfontein	41
5_Fri_Pharmacy4	Koedoesrand	20
5_Fri_Pharmacy4	Siga	35
5_Fri_Pharmacy4	Uitkyk	24
5_Fri_Pharmacy4	Koffiekraal	20
5_Fri_Pharmacy4	Brakkuil	25
5_Fri_Pharmacy4	Madikwe	22
5_Fri_Pharmacy4	Vrede II	25
5_Fri_Pharmacy4	Pella	25
5_Fri_Pharmacy4	Silverkraans.	20
5_Fri_Pharmacy4	Moses Kotane Hospital End	66
5_Fri_Pharmacy4		323

ROUTE 6	MOSES KOTANE SUB-DISTRICT	
6_Fri_Pharmacy4	Moses Kotane Hospital Start	0
6_Fri_Pharmacy4	Ipopeng	109
6_Fri_Pharmacy4	Kraalhoek	12
6_Fri_Pharmacy4	Witfontein (Neo)	37
6_Fri_Pharmacy4	Holfontein (Linchwe)	11
6_Fri_Pharmacy4	Mothlabe	73
6_Fri_Pharmacy4	Vlakplaas	20
6_Fri_Pharmacy4	Moses Kotane Hospital End	50
6_Fri_Pharmacy4		312

KGETLENG SUB-DISTRICT		
ROUTE 1	KGETLENG SUB-DISTRICT	
1_Tues_Pharmacy5	KOSTER HOSP START	
1_Tues_Pharmacy5	SWARTRUGGENS CHC	35
1_Tues_Pharmacy5	KOSTER HOSPITAL	35
1_Tues_Pharmacy5	REAGILE CLINIC	2
1_Tues_Pharmacy5	MATHOPESTAD CLINIC	47
1_Tues_Pharmacy5	KOSTER HOSPITAL END	45
1_Tues_Pharmacy5		164

**11.6 PRICING DR KENNETH KAUNDA DISTRICT ROUTES
(COMPLETE THE PRICE SCHEDULE)**

	TONS	PRICE PER TON PER KILOMETER
1.	1	R
2.	2	R
	TOTAL	
	VAT	
	GRAND TOTAL	

DR KK DISTRICT

Route code	Demander (Clinics)	Estimate Kilometers
JB Markd SUB-DISTRICT		
ROUTE 1	Ventersdorp	
Tuesdays	Ventersdorp Hospital Pharmacy	
	Mogopa Clinic	29,3
	Welgevonden Clinic	10,8
	Ventersdorp Hospital Pharmacy	18,5
		58,6
ROUTE 2	Ventersdorp	
Thursdays	Ventersdorp Hospital Pharmacy	
	JB Marks CHC	4
	Goedgevonden Clinic	28
	Ventersdorp Hospital Pharmacy	24
		56
ROUTE 3	Ventersdorp	
Tuesdays	Ventersdorp Hospital Pharmacy	
	Kgotso Clinic	45
	Ventersdorp Hospital Pharmacy	45
		90
JB Marks SUB-DISTRICT		
ROUTE 1	Tlokwe municipality	
1_Tues_Clin1	Tlokwe SD Pharmacy start	
1_Tues_Clin1	Boiki Thlapi	7
1_Tues_Clin1	Potch Clinic	5
1_Tues_Clin1	Gateway/Dental/EMS	4
1_Tues_Clin1	Boskop	35
1_Tues_Clin1	Tlokwe SD Pharmacy end	28
1_Tues_Clin1		79
ROUTE 2	Tlokwe municipality	
2_Thur_Clin1	Tlokwe SD Pharmacy start	
2_Thur_Clin1	Promosa	9
2_Thur_Clin1	Mohadin	9
2_Thur_Clin1	Steve Twhete	13
2_Thur_Clin1	Top City	4
2_Thur_Clin1	Lesego Clinic	3
2_Thur_Clin1	Tlokwe SD Pharmacy end	9
2_Thur_Clin1		47

MAQUASSI HILLS SUB-DISTRICT		
ROUTE 1	MQH	
1_Tues_HOS1	Nic Bodenstein Hospital START	
1_Tues_HOS1	Tswelelang 2 CHC	6
1_Tues_HOS1	Makwassie Town Clinic	10
1_Tues_HOS1	Leeudoringstad CHC	28
1_Tues_HOS1	Bophelo Clinic	15
1_Tues_HOS1	Nic Bodenstein Hospital END	16
1_Tues_HOS1		75

ROUTE 2	MHQ	
2_Thur_HOSP1	Nic Bodenstein Hospital START	
2_Thur_HOSP1	Wolmaranstad Town Clinic	0
2_Thur_HOSP1	Tswelelang 1 Clinic	5
2_Thur_HOSP1	Segametsi Mogaetsho	16
2_Thur_HOSP1	Kgakala Clinic	34
2_Thur_HOSP1	Nic Bodenstein Hospital END	33
2_Thur_HOSP1		88

ROUTE 1	Matlosana	
Mondays	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (Start)	0
	NM Pretorius	7,2
	Matlosana Sub-District Pharmacy	0,5
	Jouberton	2
	Empilisweni	1
	Tsholofelo	2,4
	New Jouberton CHC	2,3
	Alabama	2,2
	Parkstreet	8,1
	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (End)	1,6
		27,3

ROUTE 2	Matlosana	
Wednesdays	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (Start)	
	Kanana	14
	Grace Mokhommo	6,8
	Majara Sephapo	2,7
	Orkney	8,8
	RB Nzima	8,4

	Marcus Zenzile	18
	Botshabelo	3,3
	Khuma	2
	Stilfontein	9,9
	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (End)	15
		88,9
ROUTE 3	Matlosana	
Fridays	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (Start)	
	Tigane	33
	Delekile Khoza	1,4
	Matlosana Sub-District Pharmacy Store Klerksdorp Hospital (End)	35
		69,4

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: NWDOH 04/2022		CLOSING DATE: 14 JULY 2022		CLOSING TIME: 11:00			
DESCRIPTION DISTRIBUTION OF PHARMACEUTICAL AND MEDICAL CONSUMABLES FROM DISTRICT BULK PHARMACIES AND HOSPITALS TO PRIMARY HEALTH CARE (PHC) FACILITIES IN THE BOJANALA, DR. KENNETH KAUNDA, NGAKA MODIRI MOLEMA AND DR. RUTH SEGOMOTSI MOMPATI DISTRICTS FOR A PERIOD OF THREE (03) YEARS							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO (BEHIND THE CROSSING MALL)							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		MS D NGAKANTSII/ MS T MOEKWA		CONTACT PERSON		Mr J Maleme/ Mr K Kgomo	
TELEPHONE NUMBER		018 391 4239/ 4558		TELEPHONE NUMBER		018 384 4838/ 083 587 7976	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		dngakantsi@nwpg.gov.za and diphokot@nwpg.gov.za		E-MAIL ADDRESS		jmaleme@nwpg.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 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 consortium² 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

² 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.

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.

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

of

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)