INVITATION TO BID

NDOH 19 / 2015-2016

Appointment of a bidder for the supply and delivery of DDT wettable powder for a period of two years.
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal on closing date and time, your proposal will be immediately disqualified.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* B-BBEE Status level Verification Certificate (Original or certified copy)
* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
  SBD 9 (Bid rigging) Make sure it is signed and completed
* Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
APPPOINTMENT OF A BIDDER FOR THE SUPPLY AND DELIVERY OF DDT WETTABLE POWDER FOR A PERIOD OF TWO YEARS.

REQUIRED BY: NATIONAL DEPARTMENT OF HEALTH

1. Kindly furnish us with a bid for the services shown on the attached forms.

2. The General Contract Conditions (GCC) as well as the attached SBD1, SBD2, SBD3.3, SBD4, SBD6.1, SBD7.2, SBD 8

3. If you are a sole agent or sole supplier you indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable. This information, which will be treated as strictly as confidential is required only if the total amount involved exceeds R 500 000-00.

4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate, envelope on stipulation the following information: Name and Address of the Bidder, Bid Number and Closing Date of Bid.

5. The bid must be addressed and posted to the Director-General, Department of Health, Private Bag X 828, PRETORIA 0001, to reach the destination not later than the closing date and time or must be deposited in the entrance of the Department of Health’s, Bid box located in C/O Thabo Sehume & Struben streets, Civitas building, Pretoria at the reception of Department of Health.

Signed By:

Ms D. Tshabalala
Chief Director: Supply Chain Management
For: Director-General
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: NDOH 19/2015-2016  CLOSING DATE: 07/03/2016  CLOSING TIME: 11:00

DESCRIPTION: Appointment of a bidder for the supply and delivery of DDT wettable powder for a period of 2 years.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Att: Mr. L. Makhafola

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER ........................................................................................................................................

POSTAL ADDRESS ........................................................................................................................................

STREET ADDRESS ........................................................................................................................................

TELEPHONE NUMBER CODE…………………NUMBER................................................................................

CELLPHONE NUMBER ....................................................................................................................................

FACSIMILE NUMBER CODE …………………NUMBER................................................................................

E-MAIL ADDRESS ........................................................................................................................................

VAT REGISTRATION NUMBER ..................................................................................................................

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..........................................................…..
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

OR……………………………………………………
A REGISTERED AUDITOR ……………………………………..

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ...................................................................................................................................

DATE ...............................................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ...............................................................................................

TOTAL BID PRICE ...........................................................................................................................................

TOTAL NUMBER OF ITEMS OFFERED ..............................................................................................................

___________________________________________________ ___________________________________________________ _______________ 

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: National Health

Contact Person: Lethogonolo Makhafola

Tel: 012 395 8935

Email: Makhal@health.gov.za
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Dr EA Misiani
Tel: (012) 395-8062
Email: Misiae@health.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
TAX CLEARANCE
Application for a Tax Clearance Certificate

Purpose
Select the applicable option ................................................................. Tenders ☐ Good standing ☐
If “Good standing”, please state the purpose of this application

Particulars of applicant
Name/Legal name (Initials & Surname or registered name)
Trading name (if applicable)
ID/Passport no
Company/Close Corp. registered no
Income Tax ref no
VAT registration no
Customs code
Telephone no
Fax no
E-mail address
Physical address
Postal address

Particulars of representative (Public Officer/Trustee/Partner)
Surname
First names
ID/Passport no
Income Tax ref no
Telephone no
Fax no
E-mail address
Physical address
**Particulars of tender** *(If applicable)*

<table>
<thead>
<tr>
<th>Tender number</th>
<th>Estimated Tender amount</th>
<th>Expected duration of the tender</th>
</tr>
</thead>
</table>

**Particulars of the 3 largest contracts previously awarded**

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Audit**

Are you currently aware of any Audit investigation against you/the company? .................................  
If “YES” provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.  
I hereby authorise and instruct  
SARS the applicable Tax Clearance Certificate on my/our behalf.

<table>
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<tr>
<th>Signature of representative/agent</th>
<th>Date</th>
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<tr>
<td>Name of representative/agent</td>
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**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

<table>
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<tr>
<th>Signature of applicant/Public Officer</th>
<th>Date</th>
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<tr>
<td>Name of applicant/Public Officer</td>
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**Notes:**

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or  
   (b) without just cause shown by him, refuses or neglects to-  
      (i) furnish, produce or make available any information, documents or things;  
      (ii) reply to or answer truly and fully, any questions put to him ...  
   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder……………………………………………………………Bid number: NDOH 19/2015-2016
Closing Time 11:00 ................................................................. Closing date: 07 March 2015

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
</table>
- Required by: | | | ................................................................. |
- At: | | | ................................................................. |
- Brand and model | | | ................................................................. |
- Country of origin | | | ................................................................. |
- Does the offer comply with the specification(s)? | | *YES/NO |
- If not to specification, indicate deviation(s) | | ................................................................. |
- Period required for delivery | | ................................................................. |
- Delivery: | | *Firm/not firm |

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

*Delete if not applicable
PRICE ADJUSTMENTS

A  NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

\[ Pa = (1-V)Pt \left( \frac{R1t}{R1o} + \frac{R2t}{R2o} + \frac{R3t}{R3o} + \frac{R4t}{R4o} \right) + VPt \]

Where:

- \( Pa \) = The new escalated price to be calculated.
- \( (1-V)Pt \) = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- \( D_1, D_2, \ldots \) = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors \( D_1, D_2, \ldots \) etc. must add up to 100%.
- \( R_{1t}, R_{2t}, \ldots \) = Index figure obtained from new index (depends on the number of factors used).
- \( R_{1o}, R_{2o} \) = Index figure at time of bidding.
- \( VP_t \) = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

<table>
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<tr>
<th>Index</th>
<th>Dated</th>
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4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
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### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

<table>
<thead>
<tr>
<th>PARTICULARS OF FINANCIAL INSTITUTION</th>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>RATE</th>
<th>PORTION OF PRICE SUBJECT TO ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th>
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2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<table>
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<tr>
<th>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</th>
<th>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</th>
<th>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</th>
<th>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</th>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: ……………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………

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

2.4 Company Registration Number: …………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………………………

2.6 VAT Registration Number: ……………………………………………………………………………………………

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

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

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

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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</table>
4 DECLARATION

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

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

.................................................................................................................................
Signature                           Date

.................................................................................................................................
Position                           Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td>90</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>10</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{min}\) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. **SUB-CONTRACTING**
8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .............................................................................................................. :

9.2 VAT registration number ......................................................................................................... :

9.3 Company registration number ................................................................................................. :

9.4 TYPE OF COMPANY/FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business? ...........................................

9.8 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-BBEE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ..............................................

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

SIGNATURE(S) OF BIDDER(S)

2. ..............................................

DATE:........................................

ADDRESS:...................................

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

..............................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4.4.1 If so, furnish particulars:

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

………………………………………..   …………………………..

Signature        Date

………………………………………..   …………………………..

Position        Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_________________________________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…………………………………………………   …………………………………
Signature        Date

…………………………………………………..   …………………………………
Position         Name of Bidder
SUPPLY OF DDT WETTABLE POWDER FOR MALARIA VECTOR CONTROL 2016/2018

OFFER

1. DDT 75% wettable powder formulation is required. ...........................................

2. The quality of the DDT must meet WHO/SIF/1.R8 Specification ...........................................

3. The tenderer must supply two identical samples of DDT, 1kg each, which will represent the product, to be supplied. The samples must be sent for testing to the SABS – South African Bureau Standards (see section on notes). The tenderer will be liable for the costs pertaining to the testing of the samples.

4. The receipt of delivery to the SABS must be submitted with the tender document. ...........................................

5. The following information must be supplied:
   a. Country of manufacture of technical DDT. ...........................................
   b. Country of formulation of the DDT 75% wettable powder formulation. ...........................................
6. **NOTES**

6.1 DDT was exempted from import tax since 1991 as per attached Government Gazette.

6.2 The SABS contact person is:

Mrs Gerty Pieterse  
Senior Test Officer: Pharmaceutical Chemistry Department  
E-mail: gerty.pieterse@sabs.co.za I Pharmachem@sabs.co.za  
Tel: +27(12) 428 6668| www.sabs.co.za  
South African Bureau of Standards: 1 Dr Lategan Road, Groenkloof, Pretoria Private Bag x191, Pretoria, 0001.

6.3 The tests results will be submitted directly from the SABS to the National Department of Health, and no test results will be communicated to tenderers by the SABS.

6.4 DDT is to be delivered to respective Malaria Endemic Provinces directly and provinces are responsible for the payment thereof.

6.5 The tenderer needs to supply a quotation on the cost of DDT per unit price as the amounts of DDT ordered will be determined by Malaria seasonal requirements which will fluctuate for operational and technical reasons.
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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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
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices
17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract amendments
18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment
19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts
20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time
period of not more than fourteen (14) days to provide reasons why the
envisioned 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 (NIP) Programme

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

2. **EVALUATION CRITERIA**
   a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
      - The bidded price (maximum 90 points)
      - BEE (maximum 10 points) bidders should submit a valid original or certified copy of a BEE certificate to claim preference points.

   b. The following formula will be used to calculate the points for price:

   \[
   Ps = 90 \left(1 - \frac{Pt - P\text{min}}{P\text{min}}\right)
   \]

   Where
   - \(Ps\) = Points scored for price of bid under consideration
   - \(Pt\) = Rand value of bid under consideration
   - \(P\text{min}\) = Rand value of lowest acceptable bid

   c. Points scored will be rounded off to the nearest 2 decimals.

   d. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

   e. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. **PARTICIPATING DEPARTMENTS**
   Departments who indicated participation in this contract are:
   a. National Department of Health


4. **CONTRACT PERIOD**
   The contract period shall be for a period of 24 months commencing 01 April 2016 to 31 March 2018.
5. **RESPONSE FIELDS**
   It is imperative that bidders submit responsive bids by completing all the mandatory response fields and item questionnaires for the individual items. In this regard bidder’s attention is drawn to the response field and price structure explanations and examples supplied in the bid document. Failure to submit a responsive bid will invalidate the bid.

6. **VALUE ADDED TAX**
   All bid prices must be inclusive of 14% Value-Added Tax.

7. **TAX CLEARANCE CERTIFICATE**
   An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Failure to comply with this condition will invalidate the bid.

8. **DOCUMENTATION OF UNDERTAKING**
   a. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company (i.e.) / supplier(s) confirming firm supply arrangement(s) including lead times in this regard, **must** accompany your bid at closing date and time.

   b. The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.

   c. It must be indicated in the letter that all the terms and conditions are mutually agreed upon.

9. **CONTRACT ADMINISTRATION**
   a. Successful bidders must advise the Chief Directorate: Communicable Diseases Directorate: Malaria immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

   b. The administration and facilitation of the contract will be the responsibility of National Department of Health all correspondence in this regard must be directed to the following address: The Chief Directorate: Communicable Diseases, Directorate: Malaria, Private Bag X828 Pretoria, 0001

   c. Orders will be placed by client departments who will be responsible for the payment to contractors for goods delivered and/or services rendered.

10. **COUNTER CONDITIONS**
    Bidders’ attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in the invalidation of such bids.
11. **PROHIBITION OF RESTRICTIVE PRACTICES**

   a. In terms of section 4 (1) 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:

   • directly or indirectly fixing a purchase or selling price or any other trading condition;
   • dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
   • collusive bidding.

   b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices 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.

   c. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices 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.

12. **FRONTING**

   a. The National Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemn any form of fronting.

   b. The National Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder / contractor concerned.

13. **PRODUCT COMPLIANCE**
13.1 **Pre-award Product Compliance procedures**

The following pre-award product compliance procedures will apply:

- Compliance to specifications and conditions as stated in the bid document.

13.2 **Specifications**

- The importation, transportation and disposal of DDT must conform to shall abide by the regulations of the Stockholm and Rotterdam Conventions. http://www.pops.int/documents/background/hcwc.pdf
- Full specification WHO/SIF/1.R8 Revised 10 December 1999 Annexure A.

13.3 **Samples**

Samples must be submitted directly the SABS, no samples will be accepted at the National Department of Health. Proof of submission / Compliance Certificate of samples will be required at the closing date and time of bid from SABS.

a. Samples of all items offered are required by SABS and must be supplied to the addresses indicated below.

Mrs Gerty Pieterse
Senior Test Officer: Pharmaceutical Chemistry Department
E-mail: gerty.pieterse@sabs.co.za
Pharmacem@sabs.co.za
Tel: +27(12) 428 6668| www.sabs.co.za

b. Bids not supported by samples sent to SABS will be disregarded in respect of the items for which samples are not submitted. Current contractors are also required to submit samples.

c. Samples of items must be marked with the bid number, the items number as well as the bidder’s name and address.

d. Samples of all products accepted against this bid will be retained for the durations of the contract period.

e. Testing of samples during the bidding process is for the account of the bidder.

14. **PRICE QUALIFICATION AND CONTRACT PRICE ADJUSTMENT PROCEDURE**

14.1 **Pricing Structure**

a. Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

b. Bidders should quote a delivered price.

14.2 **Price Adjustments**

a. Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
b. The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

\[
Pa = (1 - V)Pt \left( \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \ldots \ldots + Dn \frac{Rnt}{Rno} \right) + VPt
\]

<table>
<thead>
<tr>
<th>Pa</th>
<th>The new escalated price to be calculated</th>
</tr>
</thead>
<tbody>
<tr>
<td>V</td>
<td>Fixed portion of the bid price (15% or 0.15)</td>
</tr>
<tr>
<td>Pt</td>
<td>Original bid price. Note that Pt must always be the original bid price and not an escalated price</td>
</tr>
<tr>
<td>(1-V)Pt</td>
<td>Escalatable portion of the bid price (85% or 0.85).</td>
</tr>
<tr>
<td>D1 – Dn</td>
<td>Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).</td>
</tr>
<tr>
<td>R1t – Rnt</td>
<td>End Index. Index figure obtained from the index at the end of each adjustment period.</td>
</tr>
<tr>
<td>R1o–Rno</td>
<td>Base Index. Index figure at the time of bidding.</td>
</tr>
<tr>
<td>VPt</td>
<td>15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.</td>
</tr>
</tbody>
</table>

### 14.3 Formula component definitions

#### 14.3.1 Escalatable amount

The escalatable amount is the portion of the bid price which is subject to adjustment. In this bid the escalatable amount is 85% of the original bid price. For example, if the bid price is R1000 (including VAT), then only R850 (incl. VAT) will be subject to adjustment.

#### 14.3.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represents the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

#### 14.3.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document.
### Cost Component Details

<table>
<thead>
<tr>
<th>Cost Component</th>
<th>Index Publication</th>
<th>Index Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 - Imported Raw Material / Finished product (if applicable)</td>
<td>Supplier / Manufacturer invoice(s) and remittance advice.1</td>
<td>Documentary evidence to accompany claim.</td>
</tr>
<tr>
<td>D2 - Local Raw Material / Finished product (if applicable)</td>
<td>Stats SA P0142.1 (PPI) Table 8 – Domestic Output</td>
<td>Compound Chemical Products</td>
</tr>
<tr>
<td>D3 - Labour</td>
<td>Stats SA PO141 (CPI) Table E OR Labour agreement 2</td>
<td>All Items OR Labour agreement to be provided</td>
</tr>
<tr>
<td>D4 – Transport</td>
<td>Stats SA po141 (CPI) Table E</td>
<td>Transport – Other Running Cost</td>
</tr>
<tr>
<td>D5 – Other</td>
<td>Specify</td>
<td>Documentary evidence to accompany claim.</td>
</tr>
</tbody>
</table>

#### 14.3.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is February 2010.

---

1. In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the escalation period.

2. In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.
14.3.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Par. 14.3.7 – Price Adjustment Periods).

Price Adjustment Periods

Adjustment to contract prices may be applied for at the following dates:

<table>
<thead>
<tr>
<th>Adjustment</th>
<th>CPA application to reach the office at the following dates</th>
<th>End Index Date</th>
<th>Dates from which adjusted prices will become effective</th>
<th>Dates until which adjusted prices will be effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Adjustment</td>
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<td></td>
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</tr>
<tr>
<td>4th Adjustment</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5th Adjustment</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6th Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14.4 Rates of Exchange (RoE) – Base and Average rates

a. In the event where material and/or finished products are imported the following will apply:

b. The formula described in par.14.2 will be used and ONLY the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate and the average RoE rate over the period under review indicated in paragraph (f) below.

c. In the event where the RoE adjustment goes hand in hand with a material price increase, the material price (in foreign currency) will be converted to South African currency using the base rate for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph (f) below for the later invoice.

d. The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 14.3.3 above and at the predetermined dates indicated in paragraph 14.3.7 above.

e. Rate(s) of exchange to be used in this bid in the conversion of the price of the item(s) to South African currency.

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td>3 month average as ........2016 (12 November ... February ....)</td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
</tbody>
</table>
f. Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 01 April. 2016 to 31 March 2018 using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to Form 34 for instructions on how to download information from the Reserve Bank website.

g. Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

<table>
<thead>
<tr>
<th>Adjustment</th>
<th>Average exchange rates for the period:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} Adjustment</td>
<td></td>
</tr>
<tr>
<td>2\textsuperscript{nd} Adjustment</td>
<td></td>
</tr>
<tr>
<td>3\textsuperscript{rd} Adjustment</td>
<td></td>
</tr>
<tr>
<td>4\textsuperscript{th} Adjustment</td>
<td></td>
</tr>
<tr>
<td>5\textsuperscript{th} Adjustment</td>
<td></td>
</tr>
<tr>
<td>6\textsuperscript{th} Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

14.5 General

a. Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.

b. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

c. CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

d. In the event where the supplier’s CPA application, based on the above formula and parameters, differs from Contract Management’s verification, Contract Management will consult with the supplier to resolve the differences.

e. Bidders are referred to paragraph 10 of the Special Conditions regarding counter conditions.

f. An electronic price adjustment calculator will be available on request from Contract Management.

15. QUANTITIES, ORDERS AND DELIVERY
15.1 Delivery Adherence
Firm delivery periods must be quoted for the duration of the contract period.

a. It is a condition that deliveries must commence as soon as possible after receipt of order.

b. Delivery of products must be made in accordance with the instructions appearing on the official order forms emanating from the above-mentioned institutions placing the orders.

c. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effectuated.

d. In respect of items awarded to them, contractors must adhere strictly to the delivery periods quoted by them in their bids.

e. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

f. All invoices should be delivered / posted to reach the institution that placed the order timeously. The invoices should be original and accompanied by an inspection certificate and proof of delivery.

g. Deliveries not complying with the order forms will be returned to the contractor at the contractor’s expense.

15.2 Quantities and Orders

a. The ordered quantities are required for delivery to the participating provinces (Limpopo, KwaZulu-Natal and Mpumalanga).

b. Suppliers should under no circumstances deviate from the orders issued by the provinces.

c. The State is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item.

d. The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be ordered.

e. The State also reserves the right to purchase its requirements elsewhere outside the contract if –

- The minimum packing or minimum order quantity specified by the contractor be more than that of an institution’s requirements
- The item(s) are urgently required and not immediately available
- An emergency arises

f. The State reserves the right to arrange contracts with more that one contractor for the same item but not exceeding seven (7) suppliers. The following formula will be used for the purpose of splitting contracts between two contractors:
<table>
<thead>
<tr>
<th>Category</th>
<th>Difference between points</th>
<th>Recommended percentage split</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Equal points</td>
<td>50/50</td>
</tr>
<tr>
<td>B</td>
<td>0.1 – 5 %</td>
<td>70/30</td>
</tr>
<tr>
<td>C</td>
<td>5.1 – 10 %</td>
<td>80/20</td>
</tr>
</tbody>
</table>

g. For multiple award of the same item to various contractors (more than two) the division will be based on weighted average, provided that the difference in points between the highest and lowest successful bidders do not exceed 10%.

16. **PACKAGING**

a. All deliveries made against this contract whether by road or rail are to be packed in containers, which will be acceptable for further dispatch by rail. Attention is drawn to the requirements of the official tariff book of Transnet.

b. The number of “PACK” items in the commercial packing must appear on the bid documents. The packing must be uniform for the duration of the contract period, i.e.:

- The number of “PACK” items per commercial packing.
- The number of commercial packing per carton.
- The number of cartons per bulk packing.
- The name and quantity of the contents and expiry date must appear clearly on the packing.
- All containers, packing and cartons must be clearly labeled.
- All products must be packed in acceptable containers, where applicable, specifically developed for the product. Regulations governing transport often specify containers of a certain quality (e.g., 16-gauge steel coated on the inside with epoxy); consequently, containers used for storage should meet transport requirements given that they may be transported in the future.

16.1 **Containers and Waste Management**

Products are to be packed in suitable containers in such a manner as to ensure adequate protection against deterioration in storage from the effect of light and/or moisture, all products must be packed in acceptable containers, where applicable, specifically developed for the product. Empty containers should be provided for repacking of those that are damaged.

The supplier will provide Bulk Bags for recovery of empty DDT sachets and packaging material to Limpopo, Mpumalanga and KZN Malaria Control Managers to distribute to their Indoor Residual Spray teams where DDT gets used.

The supplier shall work with Provincial Programme Managers and conduct field visits to ensure Spray Teams return all used empty DDT containers and that they are safely placed in bulk bags ready for transportation by the suppliers to the approved incineration site.

16.2 **Shelf-life**

At the time of delivery at least 80% of the shelf-life specified by the supplier must be available to the procurer.
17. ADDITIONAL CONDITIONS

17.1 Definitions:
**A MANUFACTURER**, for the purpose of this bid, is defined as an entity that produces the DDT.

**A SUPPLIER**, for the purpose of this bid, is defined as an entity that imports DDT within South Africa.

**A IMPORTER**, for purpose of this bid, is an entity that imports finished goods (i.e. compliance test packed and labeled) into South Africa.

All Suppliers and importers MUST provide certified copies of their supply (agents) agreements with their manufacturer(s) (i.e. source / factory at will be manufactured) for South Africa. Any intention to change the DDT manufacturing source prior to the commencement of the contract or during the lifetime of the contract must be approved the National Department of Health and the Bid Adjudication Committee, at National Treasury.

17.2 No manufacturer may supplement or change the source of DDT without the prior approval of the National Department of Health and Contract Management.

17.3 All manufacturers, suppliers and importers are required to provide the following information:
- The full name, complete physical address, and detailed contact information (including General Manager) of the factory from which suppliers are sourcing i.e. the factory.
- The total annual capacity of the factory (documentation certified by the highest factory authority).
- The estimated available capacity of the factory taking into account current and anticipated orders (documentation certified by the highest factory authority).
- Complete contract information of references (i.e. clients), preferable national government, that the manufacturer in the last three years.
- Documentation, certified by the manufacturer, indicating total quantities purchased by these clients over the last three years. Good Manufacturing Practices (GMP) and evaluate in-house quality assurance programmes. This, however, only applies to new manufacturers.

17.4 From any single manufacturer making multiple offers, only the offer scoring the highest number of points will be accepted.

17.5 With regard to the delivery of DDT the contractors shall before the confirmation of orders and issue of delivery site quantities and delivery dates, provide the National Department of Health, Malaria Directorate with compliance certificates proving adherence to the specification for each batch prior to shipment from the manufacturer. Copies of these certificates
must also accompany the proof of delivery documentation submitted for valid payment by the Malaria Endemic Provinces.

17.6 Random sampling and batch testing of the DDT supplied will be required. The cost of tests will be for the account of the contractor.

17.7 All lot sizes must be certified at the time of sampling and this information must be communicated by the contractor to the Department of Health as soon as possible after certification.

18. **COMPLIANCE TESTED STOCK LEVELS**
Suppliers will be expected to delivers according to delivery schedules issued periodically by the Provincial Departments against current compliant stock levels. The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery and deliveries must be made within reasonable working hours, before 15:00, Delivery site staff is not obliged to assist with material handling.

19. **REPORTING**
Reports on the distribution of DDT and records of quantities of empty (used) packaging retrieved from each province shall be supplied to the NDOH every three months from the time of initial delivery of the product to Limpopo, Mpumalanga and KwaZulu-Natal.

20. **PERFORMANCE MEASURES**
The following performance measures are applicable to this contract and should be submitted on a three monthly basis to Contract Management, National Treasury by all successful bidders. Electronic templates will be supplied to successful bidders.

20.1 **Suppliers Measures**
Delivery period adherence and quality adherence

20.2 **End User Measures**
a. On time payment
b. Actual quantities ordered vs. estimated quantities forecasted.
c. On time order placement
Note: All reports are to be completed in three (3) monthly periods:

21. **CONTACT DETAILS**

**Bid Queries:**
Mr L Makhafola
Tel: (012) 395 8935
E-mail: Makhal@health.gov.za

**Technical Queries:**
Dr EA Misiani  
National Department of Health  
Directorate: Malaria  
Tel: (012) 395 8062  
E-mail: misiae@health.gov.za
The Director General: [NAME OF DEPARTMENT]

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

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

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account. This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per the records held by the bank. I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

### Company / Personal Details

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
<td></td>
</tr>
<tr>
<td>Trading Name</td>
<td></td>
</tr>
<tr>
<td>Tax Number</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Initials</td>
<td></td>
</tr>
<tr>
<td>First Name</td>
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</tr>
<tr>
<td>Surname</td>
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</table>

### Address Detail

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Address</td>
<td></td>
</tr>
<tr>
<td>Postal Code</td>
<td></td>
</tr>
</tbody>
</table>

### New Detail

- [ ] New Supplier information
- [ ] Update Supplier information

<table>
<thead>
<tr>
<th>Supplier Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td></td>
</tr>
<tr>
<td>Department</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td></td>
</tr>
<tr>
<td>CC</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Number</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
### Supplier Account Details

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

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ID Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Passport Number</td>
<td></td>
</tr>
<tr>
<td>Company Registration Number</td>
<td></td>
</tr>
</tbody>
</table>

*Please include CC/CK where applicable*

| Practise Number |  |

---

### Contact Details

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4**
- **STD Bank-Look-up-screen**
- **Nedbank**- Banking Platform under the Client Details Tab

**Contact**

<table>
<thead>
<tr>
<th>Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Home</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Cell</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
</tbody>
</table>

---

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

<table>
<thead>
<tr>
<th>Supplier Signature</th>
<th>Regional Office Sender</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rank</td>
<td></td>
</tr>
</tbody>
</table>

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

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

**NB: All relevant fields must be completed**