



Quotation Advert

Opening Date: 07/12/2023
Closing Date: 12/12/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Zululand District Office
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
**Place where goods/
service is required:** Zululand Health District Office
Date Submitted: 06/12/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ /ZUL-69/23/24
Item Category: Goods
Item Description: Supply and deliver twister pencil crayons and colour books for art
peads at HIV
Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable
Date:
Time:
Venue:

QUOTES CAN BE COLLECTED FROM: Departmental website.

QUOTES SHOULD BE DELIVERED TO: ZULULAND HEALTH DISTRICT OFFICE GROUND
FLOOR TENDER BOX/thabisile.madela@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mrs S.T.Mhlungu

Email: Thabisile.madela@kznhealth.gov.za

- Contact number: 035 8740 681

Finance Manager Name: RS Mhlungu

Finance Manager Signature: 

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / ZUL / 69 / 23 / 24

DESCRIPTION: SUPPLY AND DELIVER TWISTER PENCIL CRAYONS AND COLOUR BOOKS FOR ART PEADS AT HIV

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of South African Owned Enterprises	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
01	200	PKT	TWISTER PENCIL CRAYONS AND COLOUR BOOKS FOR ART PEADS AT HIV (PKT OF 12)				
02	200	UNITS	PRINTING COLOUR BOOKS FOR ART PEADS				
03	100	UNITS	PRINTING NEW ART GUIDELINES (SOFT COPY AVAILABLE ON INTRANET)				
			EMAILED DOCUMENTS SHOULD BE IN PDF FORMAT				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK)

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____

DATE: _____

BIDDER'S DISCLOSURE

SBD 4

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? YES / NO

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES / NO

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid/quotation 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.

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

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

4 Standards

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

5 Use of contract documents and information; inspection.

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

6 Patent rights

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

7 Performance security

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

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 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

- 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:
- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
 - if the Supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

SPECIAL CONDITIONS OF CONTRACT

SCC

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

- If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All
- (i) testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting will not take place.

(ii) **Date:** / / **Time:** : **Place:** _____

Institution Stamp:	Institution Site Inspection / briefing session Official: Full Name: _____ Signature: _____ Date: _____
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8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as 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.

13. PENALTIES

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

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

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

OR

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

OR

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points <u>claimed</u> (80/20 system)
Promotion of South African Owned Enterprises	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____



GENERAL QUOTATIONS

EVALUATION CRITERIA FOR QUOTATIONS ABOVE R2 000

ZNQ ZUL- 69/23-24

DESCRIPTION: Supply and deliver printing of colour books for ART peads and new ART guidelines .

All offers received shall be evaluated on the following:

1. Specifications:

Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

2. Correctness of information and other imperative areas to be considered:

- a) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- b) None compliance with any requirements from this document and terms and conditions attached may result to elimination from further evaluation process.
- c) The institution is under no obligation to accept the lowest or any quotation.
- d) The price quoted must include VAT and remain firm for the contract period.
- e) The bidder must ensure the correctness and validity of quote.
- f) Registration on Central Suppliers Database.
- g) Previous service rendered (Quality, Duration and record of offers declined)
- h) Database of tender defaulters
- i) Late quotations will not be considered.
- j) All pages of the tender document must be initialed or signed.
- k) The bidder must confirm by email or phone whether we have received his/her document.

- l) The bidder if three months have passed without delivery, the order will be cancelled.
- m) The bidder must be the in line with mentioned criteria in the quotation form regarding the implementation of specific goals in terms of PPR 2022

3. Compulsory administrative compliance requirements

- a) A signed and properly completed Bidder's Disclosure Form (SBD4).
- b) Failure to disclose any directorship or involvement with any business whether related to this quotation or not may lead to disqualification.
- b) The bidder must be registered on the Central Suppliers Database.
- c) The bidder must be tax compliant.
- d) Only bidders with fully complete document including local content forms will be considered.

Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

4. Preferential Point System:

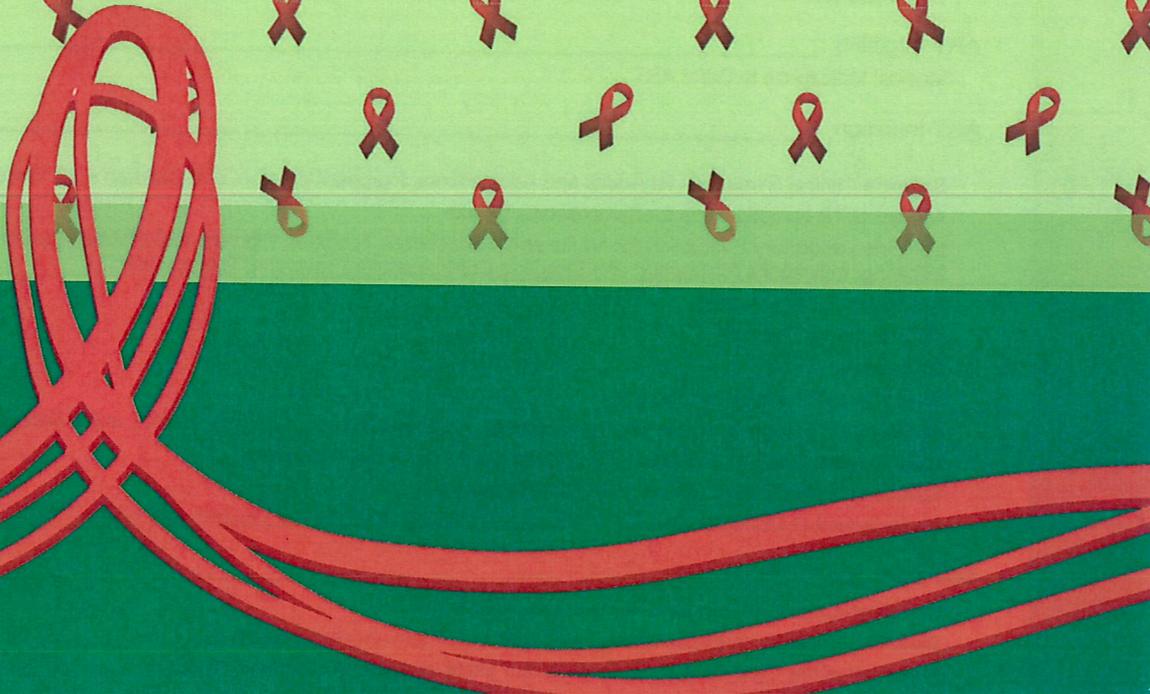
The 80/20 Preference Point System will be applicable to this bid and the points will be allocated as follows:

PRICE	80
Specific Goals	20
Total points for Price and Specific Goals	100

5. Contract duration or Delivery period

The required goods and services are anticipated to be delivered within a period of 05 working **days unless** unforeseen circumstances may arise and reported timeously. It is imperative to complete the delivery period field on the quotation form. All quotations returned with blank field on delivery period will be disqualified.

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to add extra pages.



2023 ART Clinical Guidelines

for the Management of HIV in Adults, Pregnancy
and Breastfeeding, Adolescents, Children, Infants
and Neonates

June 2023 Version 3

Republic of South Africa National Department of Health



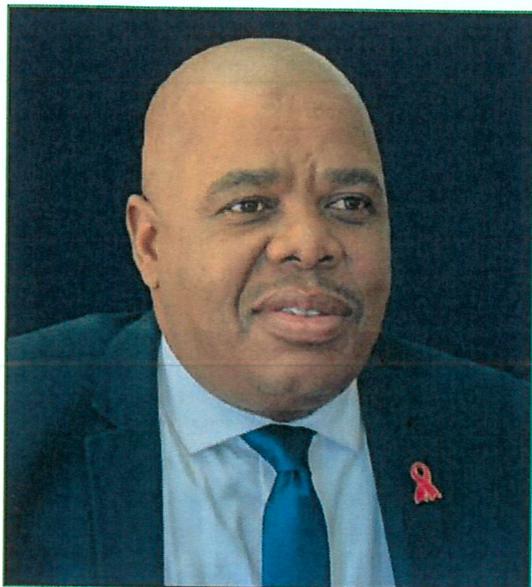
health

Department:
Health
REPUBLIC OF SOUTH AFRICA



**World Health
Organization**





South Africa is committed to attaining the UNAIDS 95-95-95 targets to control the HIV epidemic by providing quality healthcare services using highly effective antiretroviral treatment (ART). The principal goal of ART is to attain and maintain viral suppression, which will prevent new HIV infections, increase life expectancy, decrease morbidity and mortality as well as improve the quality of lives of all South Africans, thus contributing to realising the vision of A LONG AND HEALTHY LIFE FOR ALL.

The “Test and Treat All” approach has allowed people living with HIV (PLHIV) to access ART timeously.

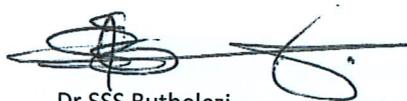
South is committed to using available technology and evidence to continue the fight against HIV. The 2019 guidelines have been revised to include more optimised treatment regimens for all clients, including pregnant and breastfeeding women and children. The National Health Council (NHC) has adopted the new World Health Organization (WHO) recommended first, second and third-line regimens that include Dolutegravir (DTG) as the preferred antiretroviral drug.

I am introducing the 2023 ART guideline, which introduces simplified ART provision and harmonised methods of management of children, adolescents and adults, as well as pregnant women living with HIV/AIDS, TB and other common opportunistic infections. The guidelines also provide guidance on the use of Dolutegravir (DTG) dispersible tablets for children from 3kg and 4 weeks old.

These guidelines have been revised with the Differentiated Models of Care SOPs to ensure simultaneous consideration and alignment of clinical, adherence and service delivery updates. The Differentiated Models of Care SOPs form part of this guidance to enable optimal use of decentralised and integrated service delivery to promote a patient-centred approach. Effective implementation of these guidelines will increase access to ART services, advance South Africa’s ability to control the epidemic and help to achieve the 2030 SDG goals.

I urge all clinicians at PHC clinics, community health centres and hospitals across the board to use these guidelines diligently to offer quality, comprehensive services to the public.

I would like to sincerely thank all the internal and external stakeholders who actively contributed to developing these guidelines.



Dr SSS Buthelezi
Director-General: Health
Date: 24-04-2023



This ART Clinical Guideline is intended to serve as a quick reference guide for antiretroviral treatment (ART) in adults, pregnant and breastfeeding women, adolescents and paediatric clients, and as a job aide for healthcare workers and implementing partners. This document is not intended to be exhaustive; for more information or details on any recommendations, or on the prevention of vertical transmission, please refer to the comprehensive Consolidated HIV Guidelines document and the Guideline for Family-Centred Transmission Prevention of Communicable Infections (HIV, Hepatitis, Listeriosis, Malaria, Syphilis and TB) 2023.

These guidelines have been revised with the Differentiated Models of Care (DMOC) Standard Operating Procedures (SOPs) to ensure simultaneous consideration and alignment of clinical, adherence and service delivery updates. The DMOC SOPs form part of this guidance to enable optimal use of decentralised and integrated service delivery and should be read concurrently with this clinical guideline.

The objectives of this document are to:

- Provide guidance on initiation of ART in antiretroviral-naïve clients as well as those returning to care in the era of dolutegravir (DTG)
- Provide guidance for switching of clients already on ART to DTG-containing regimens
- Provide guidance on routine management of clients on ART to promote viral suppression
- Highlight critical areas for provision of integrated ART, TB, and family planning services, and the use of differentiated models of care

The preferred first-line ART regimen is tenofovir disoproxil fumarate-lamivudine-dolutegravir (TLD) for those adult and adolescent clients initiating ART, and abacavir-lamivudine-dolutegravir (ALD) in children. All clients already on ART and not on dolutegravir (DTG), whether on first-line or second-line regimens, should be evaluated for switch to a dolutegravir-containing regimen.

In the new ART era of dolutegravir, TLD will be used as a first-line and a second-line ART regimen, and as part of certain third-line regimens with other medicines. This has necessitated a change of the previous “first-line” and “second-line” terminology to the following:

TLD1: Clients on a DTG-containing regimen, having never failed a previous regimen (old “first-line” terminology)

TLD2: Clients on a DTG-containing regimen, who have failed a previous regimen (old “second-line” terminology)

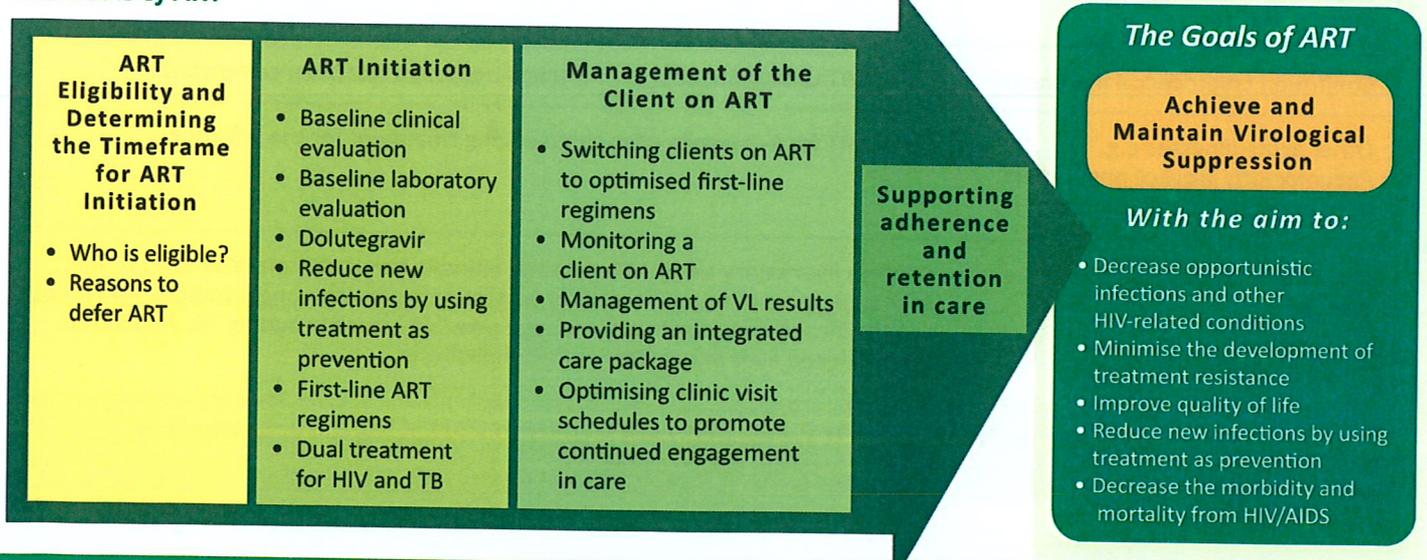
The safety of DTG in women of childbearing-potential has been firmly established and neural tube defects are no longer a concern that influences regimen choice in women. However, the integration of family planning and ART services remain of paramount importance, and issues of family planning and contraception should be discussed at every clinical interaction to understand the client’s current fertility desires and healthcare needs.

All people either currently on ART, or newly initiated on ART, should be screened for TB and assessed for TB preventive therapy (TPT) as indicated. All individuals should be assessed for advanced HIV disease (AHD) and provided with a comprehensive package of care, including cotrimoxazole prophylaxis, as needed.

The guideline broadly follows the process of care, namely:

- 1) ART eligibility and determining the timeframe for ART initiation
- 2) ART initiation
- 3) Management of the client on ART
- 4) Supporting adherence, sustained viral suppression and retention in care

The Goals of ART



A clinical assessment and laboratory baseline investigations should be done in order to initiate ART. However, laboratory results do not need to be available to start clients on ART on the same day, provided they have no clinical evidence of TB, meningitis or renal disease. In addition, all clients, and caregivers of paediatric clients, must receive counselling on how to administer medication, monitor side-effects and deal with challenges to adherence.



Baseline Clinical Evaluation for Adults and Adolescents, Pregnant Women, and Children < 10 Years

The baseline clinical evaluation of a client about to start ART requires a thorough **history and clinical examination**. The minimum components of the baseline clinical evaluation are outlined in the table below.

Interventions to support adherence to ART

ART literacy education and fast-track initiation counselling (FTIC) empower clients to adhere to treatment, and positively influence clinical outcomes. Adherence counselling at ART initiation and first follow-up visit should focus on:

- providing the client with an understanding of HIV, ART, and the importance of VL suppression
- providing the client with practical skills to adhere to ART
- identifying any potential risk factors for adherence in the future
- An individualized adherence plan should be developed with clear treatment milestones, including an undetectable viral load

Component of the Baseline Clinical Evaluation	Purpose	Further Action Required		
		Adolescents (10-19 years) and Adults	Pregnant Women	Children (< 10 years)
Recognise the client with respiratory, neurological, or abdominal danger signs needing urgent care	To identify opportunistic infections and conditions needing urgent care or referral See also the section on <i>"Advanced HIV Disease" in the 2023 Consolidated ART Guideline</i>	Identify respiratory, neurological, or abdominal danger signs as outlined in Adult Primary Care (APC) guideline	Identify danger signs as outlined in the Maternity Care guidelines	Identify danger signs as classified in the IMCI Chart booklet
Nutritional Assessment	To identify recent weight loss that may indicate an active opportunistic infection (OI) or other pathology. To identify underweight/obese clients requiring nutritional and lifestyle support	Measure weight and height and determine BMI (kg/m ²): < 18.5 = underweight; 18.5 to 25 = normal; > 25 to < 30 = verweight; ≥30 = obese	Measure mid upper arm circumference (MUAC) Women with MUAC < 23 cm require additional nutritional support/referral	Plot weight, height and head circumference (if < 2 years) on growth chart, and measure MUAC to identify moderate and severe malnutrition
Test for TB	To identify clients who require treatment for TB To identify clients who do not have active TB and who may be eligible for TPT see <i>"TB Preventive Therapy" on page 9</i>	At enrolment into care/ART start: • TB symptom screen and clinical examination • Routine MTB/Rif Ultra (Xpert) on all PLHIV at enrolment into ART care (regardless of TB symptoms)	For all HIV-positive women at first visit in antenatal clinic, do a: • TB symptom screen and clinical examination • Routine MTB/Rif Ultra (Xpert) (regardless of TB symptoms)	Identify symptoms of cough, night sweats, fever, failure to thrive as outlined in the TB screening tool Attempt sputum testing (and Xpert) where feasible Enquire about TB contacts

Additional TB Investigations for Symptomatic Clients:

<p>For symptomatic PLHIV admitted to hospital [in addition to the MTB/Rif Ultra (Xpert)]</p> <ul style="list-style-type: none"> • Do a U-LAM test • Do a chest X-ray if clinically indicated • Do other investigations for extra-pulmonary TB if clinically indicated <p>Enquire about TB contacts</p>	<p>For symptomatic PLHIV seen in an outpatient setting [in addition to the MTB/Rif Ultra (Xpert)]</p> <ul style="list-style-type: none"> • Do a U-LAM test if: <ul style="list-style-type: none"> - CD4 count <200 within the last 6 months, or - advanced HIV disease, or - current serious illness. • Do a chest X-ray if clinically indicated
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Baseline Laboratory Evaluation for Adults and Adolescents, Pregnant Women, and Children includes the following:

The following baseline laboratory investigations should be performed routinely before a client initiates ART. Clients are not required to wait for the results of the baseline investigations prior to starting ART, but results should be checked at the next visit.

Laboratory evaluation	Purpose	Adolescents (10-19 years) and Adults	Pregnant Women	Children (< 10 years)
Confirm HIV test result	To confirm HIV status for those without documented HIV status	✓	✓	✓
CD4 cell count/ %	To identify eligibility for CPT	See "Indications for Starting and Stopping Cotrimoxazole Preventive Therapy" on page 8		
	To identify eligibility for cryptococcal antigen (CrAg) screening	A reflex CrAg test will be done automatically by the laboratory on all CD4 counts < 100 cells/μL		N/A
Creatinine and eGFR if TDF used	To assess renal insufficiency	See table titled "Assessing Renal Function" on page 8		N/A
Haemoglobin (Hb)	To identify and manage anaemia; to determine eligibility for zidovudine (AZT) where necessary	If Hb is low, do a full blood count (FBC). Characterise according to mean corpuscular volume (MCV) as either microcytic, normocytic, or macrocytic and manage accordingly ¹	Treat with ferrous sulphate tds if Hb < 10 g/dL. Refer if < 8 g/dL and symptoms, if anaemia diagnosed at 36 weeks gestation or later, or if no response to treatment	Children < 5 years: Treat with iron supplements and deworm the child ¹ Children ≥ 5 years: Do FBC. Characterise according to MCV and manage accordingly ¹
GeneXpert (MTB/Rif Ultra)	To diagnose TB	For any client with a positive TB symptom screen For people living with HIV, regardless of TB symptoms: <ul style="list-style-type: none"> • At the time of HIV diagnosis • On enrolment in antenatal care for pregnant women 		
Cryptococcal antigen test (CrAg) if CD4 < 100 cells/μL	To identify asymptomatic clients who need pre-emptive fluconazole treatment	A reflex CrAg test will be done automatically by the laboratory on all CD4 counts < 100 cells/μL If CrAg-negative, no fluconazole is required If CrAg-positive, the client will require treatment of the infection All CrAg-positive clients should be referred for a lumbar puncture, regardless of symptoms	All pregnant women with a positive CrAg should be referred for a lumbar puncture, regardless of symptoms. The results of the lumbar puncture and further management should be discussed with an expert, or one of the "Helplines" on page 23	N/A
Cervical cancer screening	To identify women with cervical lesions and manage appropriately	All HIV-positive women should be screened for cervical cancer at diagnosis and subsequently every 3 years if the screening test is negative. If the cervical screening results suggest a possible abnormality of the cervical cells, then a clear plan for further investigation and treatment (e.g. colposcopy and LLETZ procedure) should be determined according to the local referral guidelines.	Pregnancy does not preclude screening for cervical cancer and it can be performed up to 20 weeks of gestation. If the cervical screening results suggest a possible abnormality of the cervical cells, then a clear plan for further investigation (e.g., colposcopy) should be determined according to the local referral guidelines	N/A
HBsAg	To identify those co-infected with hepatitis B (HBV)	If positive, exercise caution in stopping TDF-containing regimens, to prevent hepatitis flares		N/A

¹ As outlined in the PHC EML 2020

TB Preventive Therapy

All clients starting ART, or already on ART, and who have not yet received TB Preventive Therapy (TPT), should be considered for TPT. Prior to initiating TPT, active TB should be ruled out through a clinical evaluation and by testing for TB. If the client is asymptomatic, TPT initiation need not be delayed if TB GeneXpert results are outstanding. TPT and ART can be initiated on the same day. A Tuberculin skin test (TST) is not required prior to starting TPT. TB testing strategies will vary by age as younger children cannot spontaneously expectorate sputum. In well children without symptoms, neither sputum testing nor CXR are therefore requirements to start TPT. Sputum testing should be attempted in children who can expectorate spontaneously (typically > 25kg), but if they are well (without symptoms) and unable to expectorate, they should start TPT, even if no CXR or sputum testing is available.

Category of Client	Specific Eligibility Criteria	Treatment and Duration
Adult or adolescent ≥ 15 years (non-pregnant)	Any CD4 count. Exclude active liver disease, alcohol abuse, or known hypersensitivity to isoniazid	Isoniazid, oral, 300 mg daily for 12 months (12H) and pyridoxine 25 mg daily Rifapentine and isoniazid weekly (3HP) may be available in selected locations*
Children living with HIV who are < 15 years of age	<ul style="list-style-type: none"> Children undergoing their first evaluation for HIV and ART, from 14 weeks of age All children (including neonates) with significant exposure to TB 	Isoniazid, oral, 10 mg/kg/day for 6 months (maximum dose 300 mg daily) and pyridoxine daily
Pregnant women	Any CD4 count. Exclude active liver disease, alcohol abuse, or known hypersensitivity to isoniazid	Isoniazid, oral, 300 mg daily for 12 months and pyridoxine 25 mg daily

* Alternative TPT regimen for adults, adolescents and children ≥ 25 kg: Where available, 3HP (weekly isoniazid and rifapentine) can be used in clients on a DTG-containing regimen who have a VL < 1000 c/mL in the last 6 months. 3HP should NOT be used in new clients initiating a DTG-containing regimen. In these clients, 12H is still the preferred TPT regimen. Where 12H/3HP is prescribed for a client in an RPCs, no additional clinician review visits are required (the full 3 months 3HP supply/6 months of 12H can be scripted).

Dolutegravir

Dolutegravir (DTG) Overview

For further detail on switching existing stable clients on ART between regimens, see *"Switching existing clients to DTG-containing regimens"* on page 13

Class of ARV: Integrase Inhibitor (InSTI)

Benefits: DTG is a potent antiretroviral that provides rapid viral suppression, has a high genetic barrier to resistance, and has minimal side effects and drug interactions. It is well tolerated by clients and contributes positively to adherence and retention on ART.

Formulations:

- Fixed-dose combination: tenofovir (TDF) 300 mg + lamivudine (3TC) 300 mg + DTG 50 mg (TLD). TLD can be prescribed for clients ≥ 30 kg and ≥ 10 years of age
- Abacavir (ABC) 600 mg + lamivudine (3TC) 300 mg + DTG 50 mg (ALD). ALD can be prescribed for clients ≥ 25 kg
- DTG 50 mg tablet
- DTG 10 mg dispersible tablet
- Please note that the adult film coated 50 mg tablet and the paediatric dispersible 10 mg tablet are not bioequivalent. The 50 mg film coated tablet is the equivalent of 30mg of the dispersible tablets.

Standard Dose: Children ≥ 20 kg; adolescents and adults: DTG 50 mg daily
Children > 4 weeks of age and 3-19 kg: As per *"Drug Dosing Chart"* on page 34

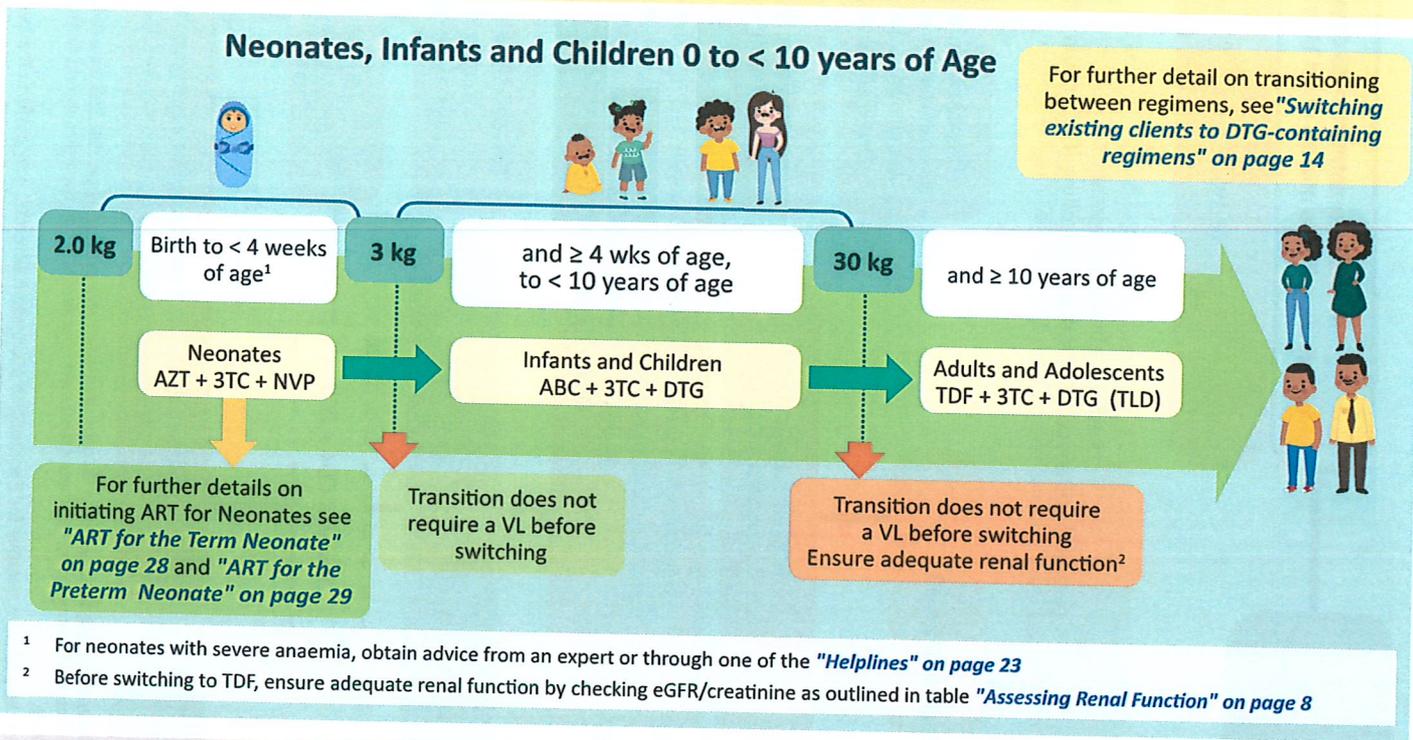
DTG dose with concomitant rifampicin-containing TB treatment: Increase DTG dose to 50 mg 12-hourly. If on TLD or ALD FDC, add DTG 50 mg 12 hours after TLD or ALD dose. If on paediatric DTG, follow *"Drug Dosing Chart"* on page 34 for DTG and concomitant rifampicin-containing TB treatment

Side-effects: Usually mild and self-limiting. Side-effects include insomnia, headache, central nervous system (CNS) effects, and gastrointestinal effects. DTG can be taken in the evening or the morning as per the client's preference. However, if the client develops insomnia, TLD should be taken in the morning.

Contrary to initial speculation that the integrase inhibitor class may be causing **weight gain**, the association now appears not to be causal. Instead, the association may be the result of comparatively less metabolic toxicity than alternative older ART regimens (that mitigate weight gain through toxicity) combined with an initial return-to-health phenomenon, and an obesogenic environment. Dolutegravir-based ART regimens have numerous advantages over comparators and are still recommended first-line agents for people living with HIV. There is no role for switching from dolutegravir-containing regimens in patients gaining weight.

**All Adult and Adolescent Males and Females, including Pregnant Women
≥ 30 kg and ≥ 10 years of Age**

TDF + 3TC + DTG (TLD)



ART Initiation in Women and Adolescent Girls Diagnosed with HIV during Labour

During labour, give a stat single fixed-dose combination tablet of TLD and a stat single dose of nevirapine (NVP). Lifelong ART should be initiated the following day. TLD and a contraceptive method is recommended. Provide information on different contraceptive methods available. Provide her with a choice of contraceptive options as desired. Appropriate ART literacy education should be given to the woman before she leaves the facility. Also provide her with information on infant feeding, infant HIV prophylaxis, and follow-up infant HIV testing. Provide a 2-month supply of her ART regimen at discharge from labour ward (see DMOC SOP 4).

FEMALE CONTRACEPTIVE METHODS



Concerns regarding neural tubes defects (NTDs) on DTG in previous years created an important focus on the integration of family planning into ART services. Although evidence has shown that there is no increased risk for NTDs on DTG-containing regimens³, family planning services should continue to be offered with ART and child health services in an integrated and patient-centred manner. This is especially urgent if the women's VL is not suppressed.

Women should be **provided a choice of contraceptive options**, which includes condoms, oral contraceptives, implants, injectables, and intra-uterine contraceptive devices (IUCDs). Dual methods are recommended, and consist of a hormonal method or IUCD to prevent pregnancy, and a barrier method (male/female condoms) to prevent STIs and HIV transmission.

Contraceptive choices need to respect and fulfill human rights and enable clients to make informed choices for themselves. Client contraceptive choices, however, are often influenced directly or indirectly by social, economic and cultural factors. It is in this context that clients should be given comprehensive, scientifically accurate information in order to assist them to make an informed, voluntary choice of a contraceptive method. A woman's choice of contraceptive method may be influenced by her ART service delivery model to allow for better visit alignment. See also the "Visit Schedule for Integrated Care for Clients on ART and Drug-Sensitive TB Treatment" on page 26

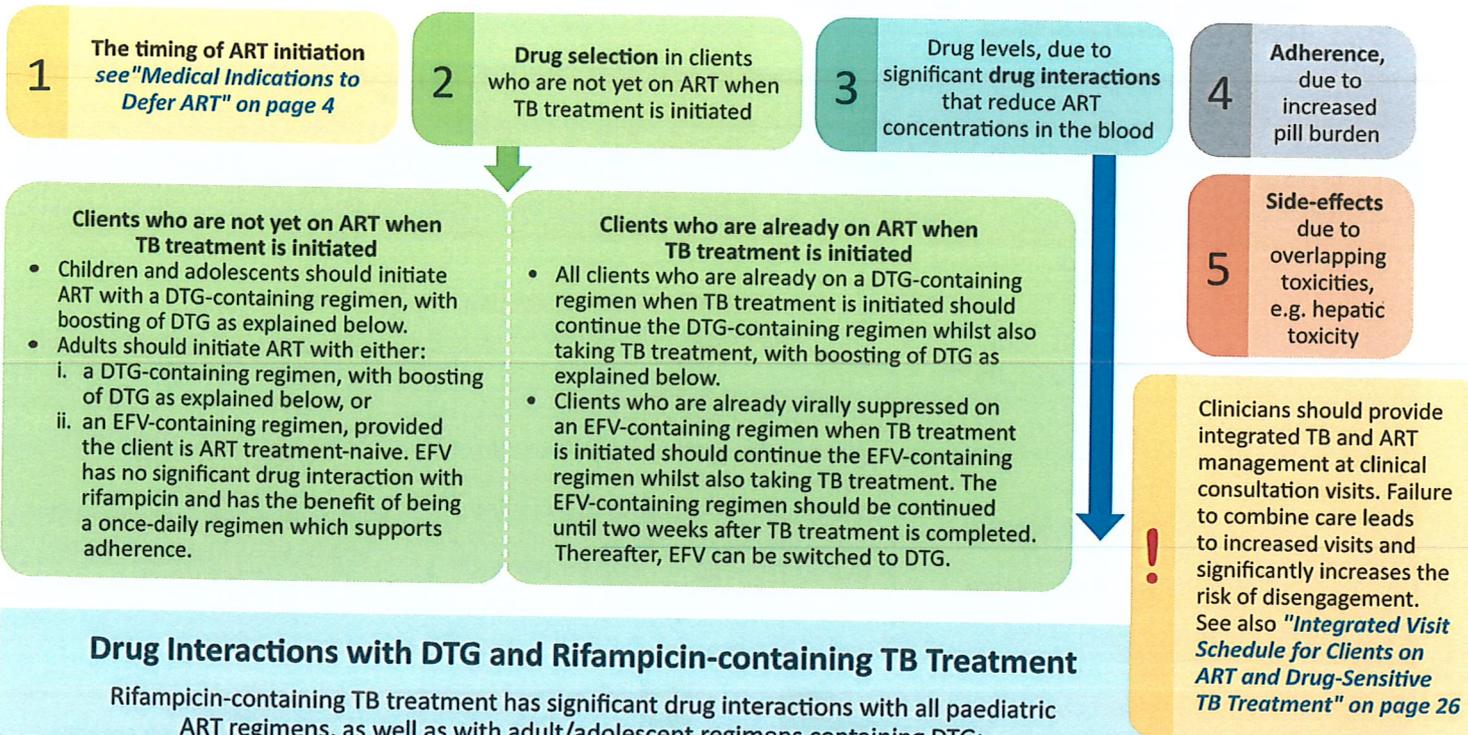
Should a woman desire pregnancy, counsel her regarding optimal timing for a healthy pregnancy. Recommend that ART is established, viral suppression is attained, and that she has no current OIs before she tries to become pregnant.

Issues of family planning and contraception should be discussed at every clinical interaction. Where feasible, every attempt should be made to provide ART and family planning from the same service delivery point

³ NDoH NEMLC PHC-Adult Medicine review DTG in Pregnancy 17June 2021

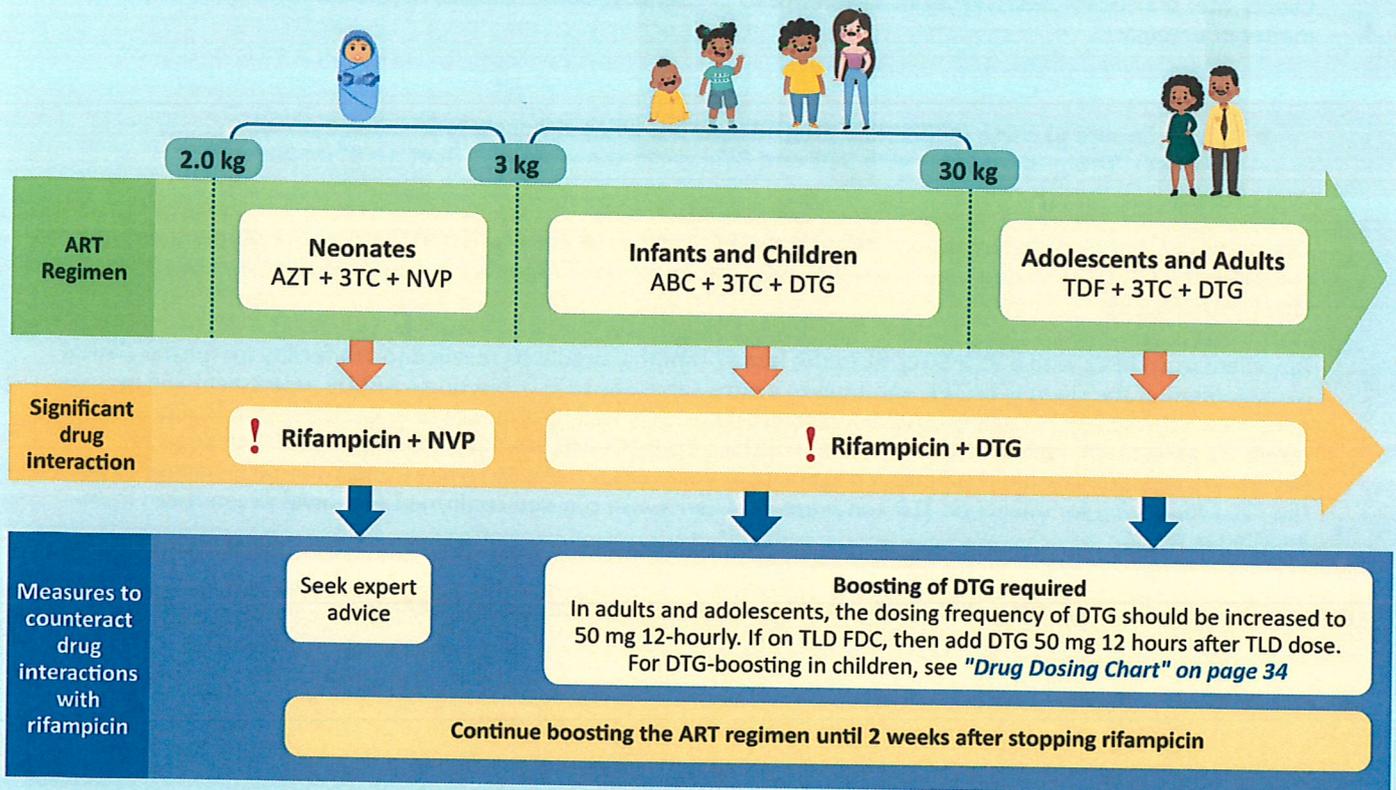
Co-treatment of HIV and Active TB in Neonates, Infants, Children, Adolescents and Adults

TB/HIV co-infection impacts on ART in a number of ways. It affects:



Drug Interactions with DTG and Rifampicin-containing TB Treatment

Rifampicin-containing TB treatment has significant drug interactions with all paediatric ART regimens, as well as with adult/adolescent regimens containing DTG:



Drug Interactions with Protease Inhibitors, e.g., Lopinavir/ritonavir

Every effort should be made to switch clients to DTG-containing regimens. However, during the transition process, some clients may still be on PI-containing regimens and may also require TB treatment. Rifampicin cannot be given with ATV/r or DRV/r. Significant drug interactions between LPV/r and rifampicin should be managed as follows:

LPV/r tablets: Double-dose LPV/r tablets in adults, adolescents and children able to swallow whole LPV/r tablets. See "Drug Dosing Chart" on page 34. Tablet must not be crushed, broken or chewed. If the client is unable to tolerate LPV/r at double doses, consult one of the "Helplines" on page 23.

LPV/r solution or pellets or 4 in 1 (ABC/3TC/LPV/r): Super-boosting with additional ritonavir powder: maintain standard LPV/r dose but add additional ritonavir twice daily as per "Drug Dosing Chart" on page 34. If no powder is available, consult an expert for a suitable alternative. Ritonavir powder has a shelf-life of 36 months. Note that ritonavir 100 mg tablets must not be crushed, broken or chewed.

Switching Existing Clients to DTG-containing Regimens

(Adults, adolescents or children who have never used a DTG-containing regimen in the past)

VL-dependent regimen switches			
Relevant to all clients who have been on PI-based regimens for more than two years: their VL result in the last 12 months will influence the decision of how and when to switch to a DTG-containing regimen			
VL considerations	Current Regimen	Criteria for switch	Regimen if change indicated
VL < 1000 c/mL	Any LPV/r or ATV/r regimen for more than 2 years	Switch all to a DTG-containing regimen If VL in last 12 months was ≥ 50 c/mL, continue to switch same day, but do ABCDE assessment, provide EAC if needed, and repeat the VL after 3 months as per " The VL non-suppression algorithm " on page 21	TLD provided no renal dysfunction and age ≥ 10 yrs and weight ≥ 30 kg If clients does not qualify for TDF ABC ¹ /3TC/DTG
² Two or more consecutive VLs ≥ 1000 c/mL taken two or more years after starting PI regimen	Adult or adolescent on any LPV/r or ATV/r regimen and adherence less than 80% ³	Switch all to a DTG-containing regimen Do not do a resistance test These clients are unlikely to have PI resistance mutations. Rather switch to a more tolerable once daily FDC regimen which is likely to support adherence. Manage as per " The VL non-suppression algorithm " on page 21	TLD provided no renal dysfunction and age ≥ 10 yrs and weight ≥ 30 kg If clients does not qualify for TDF ABC ¹ /3TC/DTG
	Adult or adolescent on any LPV/r or ATV/r regimen and adherence more than 80% ³	Clients who meet the definition of confirmed virological failure and have confirmed adherence more than 80% may need a resistance test. These clients do not qualify for a same-day switch. Discuss with an HIV expert ⁴ to authorise and interpret a resistance test. Provide individualised regimen as recommended by HIV expert. Repeat VL 3 months after the regimen change to confirm re-suppression, as per the " Management of Confirmed Virological Failure on TLD " on page 23	
	Child < 10 years, or weight < 30 kg on any LPV/r or ATV/r regimen	These clients do not yet qualify for TLD and may require a resistance test. Refer to algorithm " Switching children on PI-containing regimens to DTG-containing regimens " on page 16	

- If clients are not eligible to use TDF and they have ABC hypersensitivity, use AZT/3TC/DTG
- Confirmed virological failure is defined as two or more VLs ≥ 1000 c/mL taken two or more years after starting a DTG or PI containing regimen, despite adherence > 80% by objective measurement. A patient who has only 1 VL > 1000 after 2 years on a PI-based regimen should have an ABCDE assessment, EAC if applicable, and their VL repeated in 3 months. The result of the repeat VL will allow the patient to be grouped into one of the categories in the table above and will inform the further course of action
- Objective measures of good adherence include at least one of:
 - Pharmacy refills > 80% in the last 6-12 months (if this is known)
 - Attendance of > 80% of scheduled clinic visits in the last 6-12 months (if this is known)
 - Detection of current antiretroviral drug/s in the client's blood or urine, if available [e.g. TFV urine lateral flow assay (LFA) for presence of TDF in urine, TFV diphosphate (detects TDF on dried blood spot samples), DTG plasma levels]

Note: Self-reported adherence is not considered a reliable measure of good adherence!
- For advice from an HIV expert, approach an HIV Hotline, an infectious disease specialist, or the Third Line ART committee

Summary of the Care Continuum for Clients 5 years of age and older on ART

Clients on ART can be differentiated into those who are 1) clinically well and adherent on ART and 2) those who are clinically non-stable and/or struggling with adherence. Clients that are clinically well at their first clinical review one month after starting ART, only need to be seen again 2 months later for clinical review and their first viral load and serum creatinine. After that, taking treatment and clinical follow-up should be made as convenient as possible for the client. Therefore, they may continue to receive ART using a differentiated care approach, provided they meet the eligibility criteria of 1) having a suppressed VL, 2) being clinically well with no opportunistic infections (OIs), 3) not having any other uncontrolled chronic conditions that require clinical review more frequently than 6-monthly, and 4) not being pregnant.

The diagram **"Visit Schedule for Adults, Adolescents and Children 5 Years and Older on ART"** on page 18 provides a summary of the components of care at different visits for clinically well and adherent clients during the first year on ART. Clients who are enrolled in repeat prescription collection strategies (RPCs) should be rescripted for RPCs at their comprehensive clinical review at which a further VL will be taken. Clients should not be required to come back the following month for VL result review prior to rescript. Rather, recall to the facility only those clients with elevated VL. For more detail on repeat prescription strategies (RPCs), see the DMOC standard operating procedure (SOP) 5 (facility-pick-up points, adherence clubs and external pick-up points).

- ! If a patient comes from a different facility, it is critical that the patient be provided with treatment on the day of presentation to limit any further treatment interruption and its impact on viral suppression. While referral letters are helpful, a patient cannot be required to leave the facility without treatment to first obtain a referral/transfer letter.

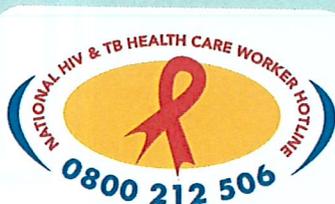
Women with contraceptive needs should have contraceptive method options explained, specifically how each method impacts all required return visits' location (facility or outside of the facility) and visit frequency:

- Long-acting reversible contraception (LARC) removes any increased visit frequency or alignment concerns.
- The combined oral contraceptive pill (COCP) can be repeated 3-monthly, aligns well with ART and well-baby visit schedules (if applicable), and can be scripted through her preferred RPCs.
- The DMPA 3-monthly injection must be administered by a clinician but aligns with ART and well-baby visit schedules
- The NET-EN 2-monthly injection also needs to be administered by a clinician, but will require additional visits by the mother.
- Where a woman chooses to continue clinician administered short-acting injectable contraception (e.g., DMPA or NET-EN), a facility-based pick-up point (FAC-PUP) or facility-based adherence club may be the preferred option provided visit alignment can be ensured.

See also **"Visit Schedule for Integrated Care for Clients on ART and Drug-Sensitive TB Treatment"** on page 26 and **"Visit Schedule for Integrated Care for the Mother-baby Pair Living with HIV"** on page 24

HELPLINES

If in doubt about any aspect of viral load management or switching to second-line, contact one of the following resources:



National HIV & TB Health
Care Worker Hotline:
0800 212 506



Right to Care Paediatric,
Adolescent and Adult HIV
Helpline: 082 352 6642



KZN Paediatric Hotline:
0800 006 603

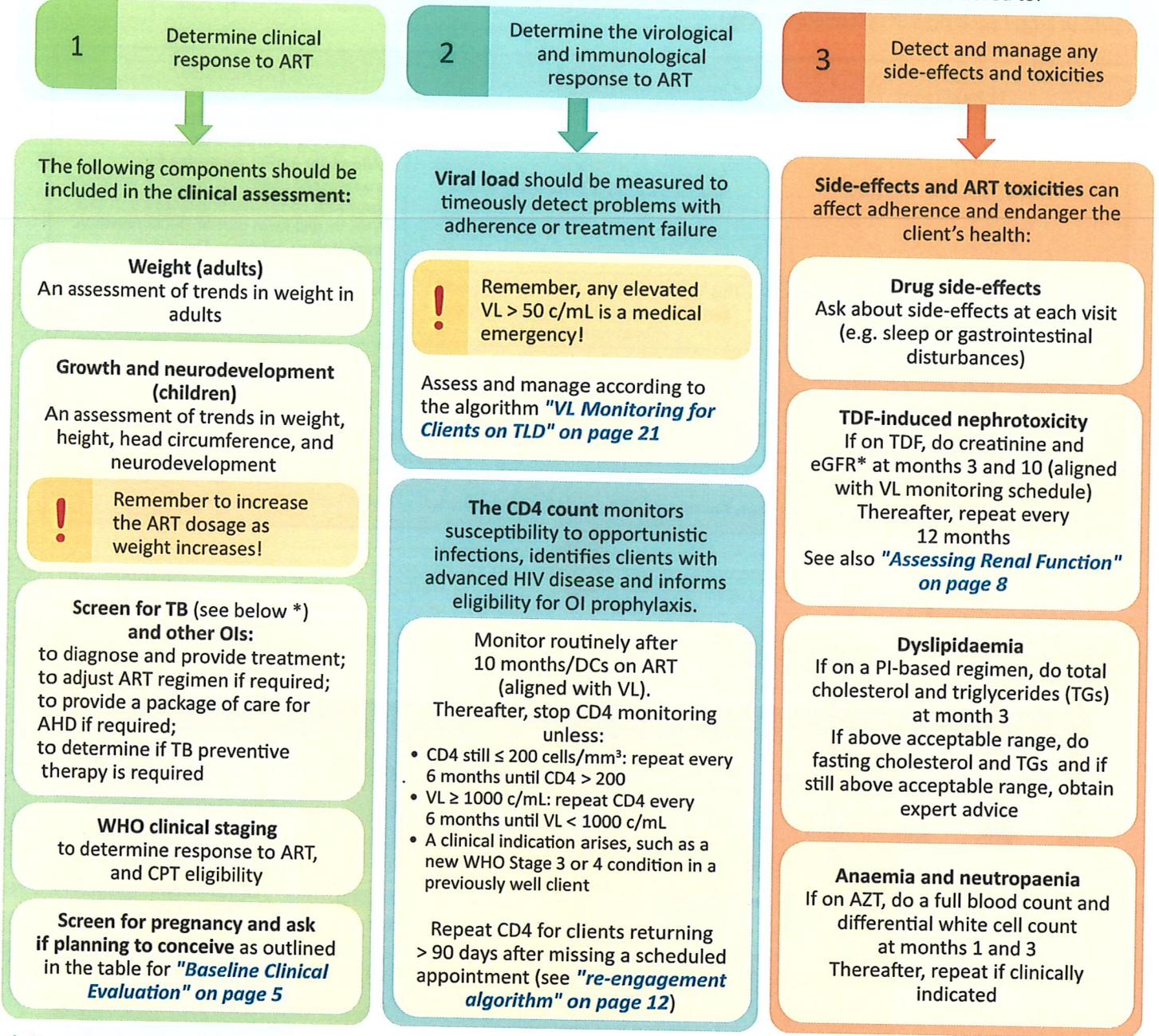


Managing the Client on ART

Monitoring on ART

Remember to check adherence at every clinical follow-up visit, in a non-judgemental way. Ask open ended questions e.g. "Is there anything that makes it difficult for you to take your treatment?" See also the 'Adherence' section of the "ABCDE assessment of an Elevated Viral Load" on page 22

Providing quality care at the follow-up visit is essential to promote adherence, achieve and sustain viral suppression, minimise side-effects and toxicities, and promote quality of life. A client on ART should be monitored to:



* Screening for TB at follow-up Visits

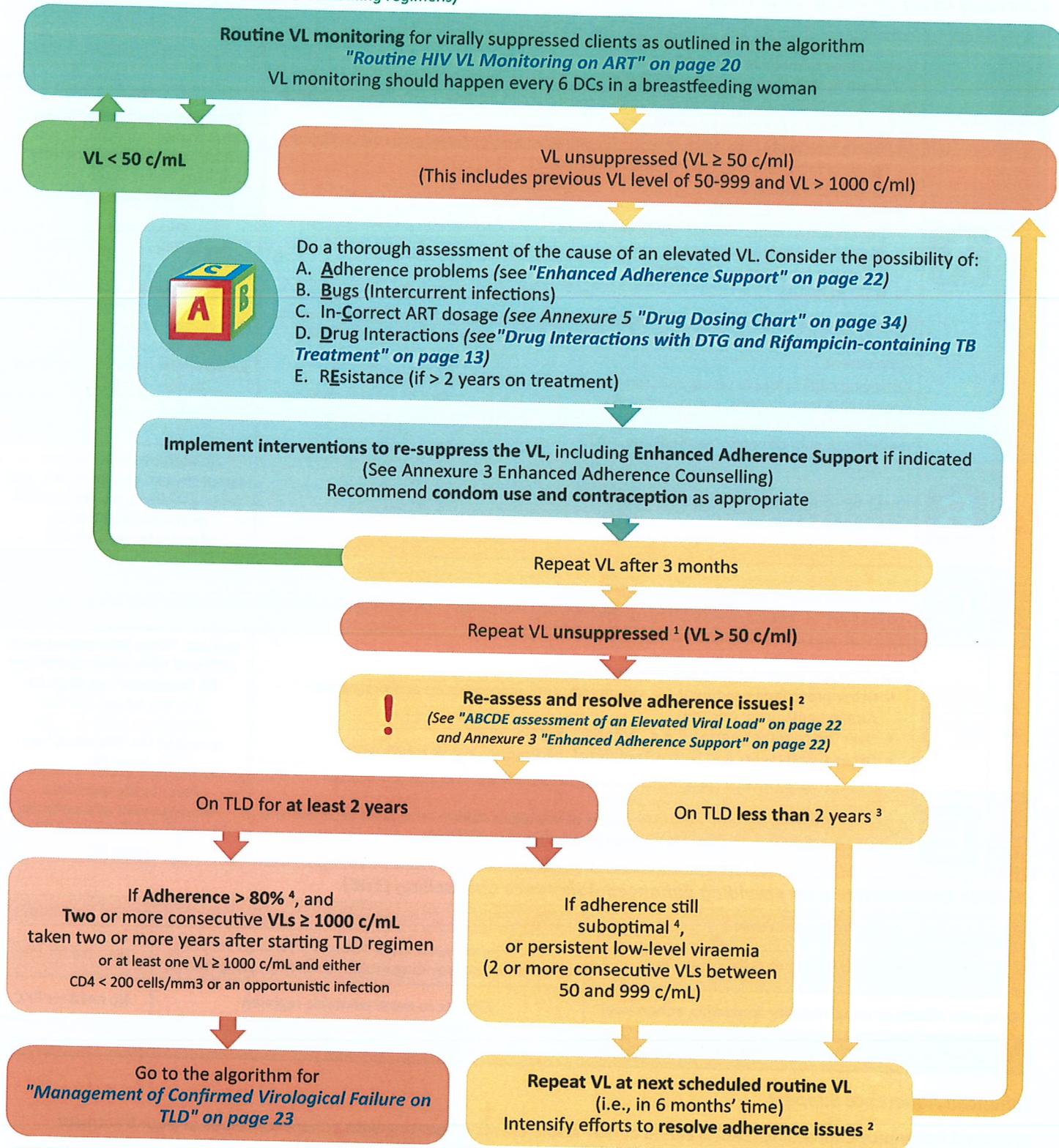
<p>At every routine follow-up visit:</p> <ul style="list-style-type: none"> Do a TB symptom screen. If symptomatic, do a MTB/Rif Ultra (Xpert) 	<p>At every 12-monthly clinical review on ART (aligned with 12-monthly VL)</p> <ul style="list-style-type: none"> Routine MTB/Rif Ultra (Xpert)(regardless of TB symptoms) 	<p>For symptomatic PLHIV admitted to hospital [in addition to the MTB/Rif Ultra (Xpert)]</p> <ul style="list-style-type: none"> Do a U-LAM test 	<p>For symptomatic PLHIV seen in an outpatient setting [in addition to the MTB/Rif Ultra (Xpert)]</p> <ul style="list-style-type: none"> Do a U-LAM test if: <ul style="list-style-type: none"> CD4 count <200 within the last 6 months, or advanced HIV disease, or current serious illness.
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For more information on the package of care for AHD and the management of specific OIs, please refer to the **Consolidated ART guideline**

When monitoring on ART, also integrate monitoring for other chronic conditions (HPT, DM, and mental health) and routinely offer reliable contraception and cervical cancer screening to female clients.

VL Monitoring for Clients on TLD

(also applicable to ALD and other DTG-containing regimens)



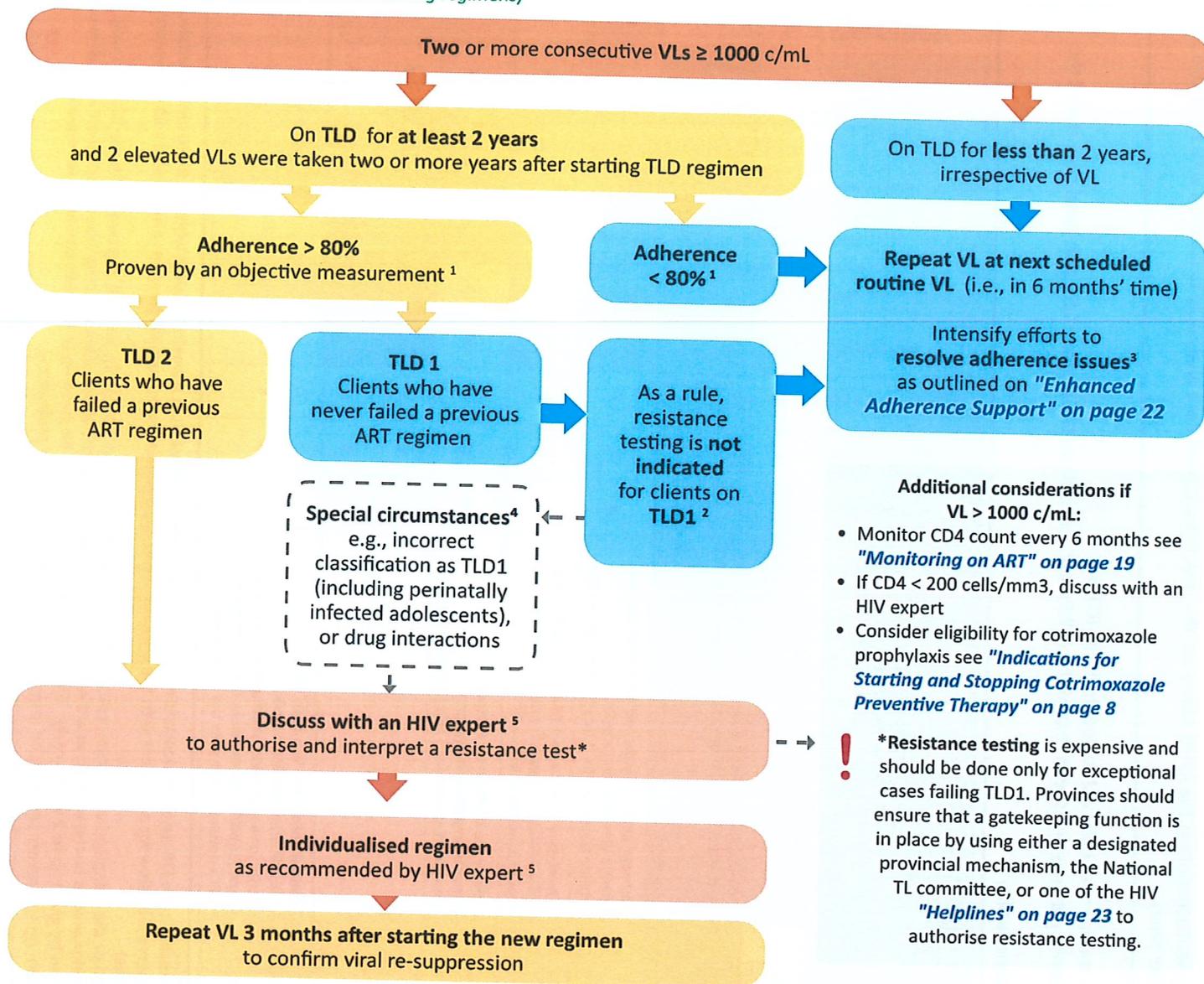
- Due to their high genetic barrier, resistance to a first-line DTG-containing (TLD1) regimen is extremely rare. If other reasons for an unsuppressed VL have been addressed or excluded, e.g., drug interactions, and the client remains unsuppressed at their repeat VL, suboptimal adherence remains the most probable cause for non-suppression. The highest probability of improving adherence would be to remain on a once-daily, well-tolerated, fixed-dose combination regimen (TLD) while identifying and addressing the underlying root causes of non-adherence. 99,9% of these clients will re-suppress on TLD if adherent!
- Repeat ABCDE assessment as outlined on "**ABCDE assessment of an Elevated Viral Load**" on page 22. Remember to ask about treatment side-effects, the potential cost of transport or loss of income related to clinic visits, non-disclosure, gender-based violence (GBV), and current or prior drug interactions. Current or previous drug interactions with rifampicin, carbamazepine, phenytoin, phenobarbital, or the polyvalent cations may have resulted in the development of resistance.
- Drug interactions may also warrant an expert discussion and authorisation of a resistance test earlier than 2 years on the regimen. If necessary, discuss with an expert
- Objective measures of good adherence include at least one of:
 - Pharmacy refills > 80% in the last 6-12 months (if this is known)
 - Attendance of > 80% of scheduled clinic visits in the last 6-12 months (if this is known)
 - Detection of current antiretroviral drug/s in the client's blood or urine, if available

Note: Self-reported adherence is not considered a measure of good adherence!

ART, Antiretroviral therapy; DTG, Dolutegravir; LLV, Low-level viraemia; SOP, Standard operating procedure; TL, Third-line; TLD, fixed-dose combination of tenofovir, lamivudine, DTG; VL, Viral load.

Management of Confirmed Virological Failure on TLD

(also applicable to ALD and other DTG-containing regimens)



- Additional considerations if VL > 1000 c/mL:**
- Monitor CD4 count every 6 months see ["Monitoring on ART" on page 19](#)
 - If CD4 < 200 cells/mm³, discuss with an HIV expert
 - Consider eligibility for cotrimoxazole prophylaxis see ["Indications for Starting and Stopping Cotrimoxazole Preventive Therapy" on page 8](#)

! *Resistance testing is expensive and should be done only for exceptional cases failing TLD1. Provinces should ensure that a gatekeeping function is in place by using either a designated provincial mechanism, the National TL committee, or one of the HIV "Helplines" on page 23 to authorise resistance testing.

- Objective measures of good adherence include at least one of:
 - Pharmacy refills > 80% in the last 6-12 months (if this is known)
 - Attendance of > 80% of scheduled clinic visits in the last 6-12 months (if this is known)
 - Detection of current antiretroviral drug/s in the client's blood or urine, if available

Note: Self-reported adherence is not considered a measure of good adherence!
- Due to their high genetic barrier, resistance to a first-line DTG-containing regimen (TLD1) is extremely rare. If other reasons for an unsuppressed VL have been addressed or excluded, e.g., drug interactions and the client remains unsuppressed at their repeat VL, suboptimal adherence remains the most probable cause for non-suppression. The highest probability of improving adherence would be to remain on a once-daily, well-tolerated, fixed-dose combination regimen (TLD) while identifying and addressing the underlying root causes of non-adherence. 99,9% of these clients will re-suppress on TLD if adherent!
- Repeat the ABCDE assessment as outlined on ["ABCDE assessment of an Elevated Viral Load" on page 22](#). Remember to ask about treatment side-effects, the potential cost of transport or loss of income related to clinic visits, mental health conditions, non-disclosure, poor social support, or substance abuse. If necessary, discuss with an expert or refer to other multidisciplinary team members, if available.
- Special circumstances that may warrant a resistance test for clients on TLD1 include:
 - Incorrect classification as TLD1 (clients who declare themselves as never having had ART before, but who have actually been exposed to ART and may have failed a regimen in the past)
 - Perinatally infected adolescents: Unless a clearly documented drug history is available, perinatally infected adolescents should be classified as TLD2 due to the high likelihood of ART exposure and virological failure in the past
 - Current or previous drug interactions with rifampicin, carbamazepine, phenytoin, phenobarbital, or the polyvalent cations may have resulted in the development of resistance. Drug interactions may also warrant an expert discussion and authorisation of a resistance test earlier than 2 years on the regimen.

In these types of exceptional circumstances, TLD1 clients with persistent virological failure despite confirmed good adherence may be discussed with an expert to authorise a resistance test on a case-by-case basis.
- For advice from an HIV expert, approach an HIV Hotline, an infectious disease specialist, or the Third Line ART committee



If in doubt about any aspect of viral load management or switching to second-line, contact one of the following resources:

National HIV & TB Health Care Worker Hotline: **0800 212 506**
 Right to Care Paediatric, Adolescent and Adult HIV Helpline: **082 352 6642**
 KZN Paediatric Hotline: **0800 006 603**

Age group	Age of child	Routine visits as per RTHB	Dispensing cycle (DC)	ART Follow-up for baby	ART Follow-up for mother	Immunisations	Feeding advice	Growth monitoring	Development	Head circumference	Vit A	Deworming	Oral Health	TB Screen	Mother's Family Planning (FP)	
6-12 months	30 weeks	7 months	8	ART Follow-up for baby	ART Follow-up for mother		x	x						x		
	34 weeks	8 months	9													x
	38 weeks	9 months	10	Clinical review Renew script and provide treatment for 3DCs at a time (3MMD) if any concerns, follow up at shorter intervals	Provide treatment for 3DCs at a time (3MMD) unless in RPCs Provide breastfeeding support.	x	x	x					x		x	
	42 weeks	10 months	11	ART Follow-up for baby	ART Follow-up for mother		x	x						x		
	46 weeks	11 months	12*													x
	52 weeks*	12 months (of 30 days)	13	Clinical review and VL Renew script and provide treatment for 3DCs at a time (3MMD) if any concerns, follow up at shorter intervals	Clinical review and VL Provide breastfeeding support Renew script and provide treatment for 3DCs at a time (3MMD) or offer RPCs options/rescript for RPCs	x	x	x	x	x	x	x	x	x	x	
	13-24 months 3 monthly follow-up	56 weeks		14	Recall to the facility only if the VL is ≥ 50 c/mL											
		60 weeks		15	Recall to the facility only if the VL is ≥ 50 c/mL											
		64 weeks	15 months	16	Clinical review Renew script and provide 3DCs of treatment at a time (3MMD) if any concerns, follow up at shorter intervals	Provide treatment for 3DCs at a time (3MMD) Provide breastfeeding support.		x	x					x	x	x
		68 weeks		17	ART Follow-up for baby	ART Follow-up for mother										
72 weeks			18													
76 weeks		18 months	19	Clinical review Renew script and provide 3DCs of treatment at a time (3MMD) if any concerns, follow up at shorter intervals	6-monthly VL if breastfeeding. Renew script and provide treatment for 3DCs at a time (3MMD) or offer RPCs options/rescript for RPCs. Try to align ART for mother and baby with the well-baby visit schedule	x	x	x					x	x	x	
80 weeks			20	ART Follow-up for baby	ART Follow-up for mother											
84 weeks			21													
88 weeks		21 months	22	Clinical review Renew script and provide 3DCs of treatment at a time (3MMD) if any concerns, follow up at shorter intervals	Provide treatment for 3DCs at a time (3MMD) Provide breastfeeding support.		x	x						x	x	x
92 weeks			23	ART Follow-up for baby	ART Follow-up for mother											
96 weeks		24														
2 until < 5 years 3 monthly follow-up	24 - 59 months	At 24 months and 6-monthly thereafter		Follow-up visits at 3DC intervals Renew script and provide treatment for 3DCs at a time (3MMD) Repeat VL at 12 DC intervals If any concerns, follow up at shorter intervals	6-monthly VL if breastfeeding. Renew script and provide treatment for 3DCs at a time (3MMD) or offer RPCs options/rescript for RPCs Try to align with child's yearly well-baby visit schedule		Up to 2 years	6-monthly	At 3 years				3-monthly	3-monthly	3-monthly	