



Quotation Advert

Opening Date: 25/06/2024
Closing Date: 27/06/2024

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Amajuba District Office
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Supply Chain Management
Place where goods/
service is required: Amajuba District office

Date Submitted: 25/06/2024

ITEM CATEGORY AND DETAILS

Quotation number: AMA 035/24/25
Item Category: Goods
Item Description: PRINTING OF DOCUMENTS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable
Time: Not applicable
Venue: Not applicable

QUOTES CAN BE COLLECTED FROM: KZN Health Website and AMAJUBA DISTRICT OFFICE, 38 VOORTREKKER STREET, NEWCASTLE, 2940

QUOTATION SHOULD BE DELIVERED TO: AMAJUBA DISTRICT OFFICE, 38 VOORTREKKER STREET, NEWCASTLE, 2940 OR E-MAILED TO Amajuba.SCMQuotations@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Khaya Mthethwa/ S'nenhlanhla Mkhize
Email: Amajuba.SCMQuotations@kznhealth.gov.za
Contact number: 034 328 7030/7054

Finance Manager Name: C.N Khumalo

Finance Manage signature: 

ISIFUNDAZWE SAKWAZULU-NATAL
EZEMPILO

25 JUN 2024

DEPARTMENT OF HEALTH
PROVINCE OF KWAZULU NATAL

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / AMA / 035 / 24 / 25

DESCRIPTION: PRINTING

THE BELOW PREFERENCE POINTS WILL BE ALLOCATED IN COMPLIANCE WITH THE DEPARTMENTAL PREFERENCE PROCUREMENT POLICY (KNOWN AS SCM PPP):	POINTS ALLOCATED
Disability: Full allocated to companies who are at least 51% Owned by Black People or Persons with Disabilities	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	As per		ITEM A				
	attached		ITEM B				
	list		ITEM C				
			(specification/ sample attached)				
			Sample to be Submitted before delivery				
			Sample will be provided to awarded supplier				
			Full allocated to companies who are at least				
			51% owned by black people or persons with				
			Disabilities				
			Ownership verification may be conducted				
			through CSD				
			(FAXED OR EMAILED OR HAND				
			DELIVERED QUOTATIONS ARE				
			ACCEPTED)				
			Submit execution plan letter as indicated				
			(no.5) on evaluation criteria form attached.				
			Please sign the evaluation criteria attached.				
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: _____

ITEM A

DESCRIPTION	QUANTITY	AMOUNT
1. HPV VACCINATION CARD	13 182 CARDS	
2. HUMAN PAPILLONAVIRUS VACCINATION REGISTER	40 REGISTERS	
VAT		
TOTAL INC VAT		

sample and specification attached

ITEM B

DESCRIPTION	QUANTITY	AMOUNT
3. 3 FOLD FILE COVERS (POSTOTERM DOCKETS)	1300 FILES/FOLDERS	
VAT		
TOTAL INC VAT		

Sample attached

ITEM C

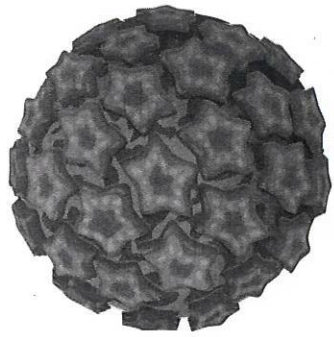
DESCRIPTION	QUANTITY	AMOUNT
4. ADHERENCE CLUB REGISTER (soft copy sample available)	100 BOOKLETS	
5. ANTI-RETROVIRAL THERAPY GUIDELINES 2023 (soft copy sample available)	100 BOOKLETS	

6. LITERACY CLASSES REGISTER (soft copy sample available)	100 BOOKLETS	
7. ADULT MALE PATIENT FOLDER	3000 BOOKLETS	
8. ADULT FEMALE PATIENT FOLDER	11 000 BOOKLETS	
9. PAEDIATRIC PATIENT FOLDER	4 000 BOOKLETS	
10. VIRAL LOAD ALGORITHM SIZE A3 LAMINATED POSTER	200 POSTERS	
11. DIFFERENTIATED MODELS OF CARE SOP	50 BOOKLETS	
12. PAEDIATRIC ART DOSING CHART- LAMINATED (soft copy sample available)	150 POSTERS	
13. INTEGRATED TB/HIV DATA MANAGEMENT SOP (soft copy sample available)	200 BOOKLETS	
14. PATIENT VIRAL LOAD MANAGEMENT DEMONSTRATION MANUAL	30 MANUALS	
VAT		
TOTAL INC VAT		

NB: sample/specification attached

LEARNER INFORMATION (continued)

Has the girl had:	Yes / No
An allergic reaction to a vaccine?	<input type="checkbox"/> <input type="checkbox"/>
A problem with prolonged bleeding? (That is if she gets cut it takes a long time for the bleeding to stop)	<input type="checkbox"/> <input type="checkbox"/>
A severe illness in the last 7 days?	Dose 1 <input type="checkbox"/> <input type="checkbox"/>
Completed by vaccinator	Dose 2 <input type="checkbox"/> <input type="checkbox"/>

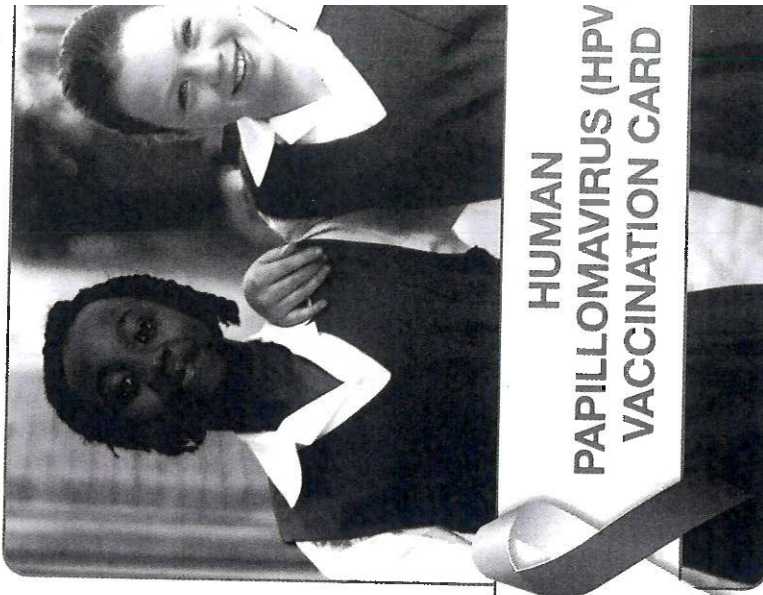


The Human Papillomavirus (HPV) Virus

FOR OFFICIAL USE ONLY

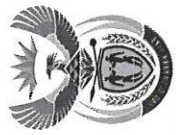
Dose	Batch No.	Date	Signature of Vaccinator
HPV 1			
HPV 2			

Date of next HPV vaccination	
	HPV 2



HUMAN PAPILLOMAVIRUS (HPV) VACCINATION CARD

Keep this card in a safe place. Bring this card along for the ne



Basic Education
Health

WHY HPV VACCINE?

- Cervical Cancer**
 - Cervical cancer is one of the most common cancers in women
 - Many women die from cervical cancer
 - HPV is the leading cause of cervical cancer
- HPV vaccine**
 - Reduces your chance of developing cervical cancer
- Who gets the HPV vaccine?**
 - Available to all 4 school girls
- Who should not get the HPV vaccine?**
 - Children under 9 years
 - Children who had a recent severe illness or are very ill on the day of vaccination
 - Immunocompromised person
 - Person who already had all the HPV vaccinations
- When is it given?**
 - Given as an onsite service at schools
 - Two injections, the second injection will be given 6 months after the 1st dose

LEARNER INFORMATION

ID Number of Girl:	
Name of Girl:	
Surname of Girl:	
Date of Birth:	
Name of School:	
Grade:	



For any queries please contact us on:
 HPV email - hpv@health.gov.za
 DoH website - www.doh.gov.za

HPV Vaccination Card

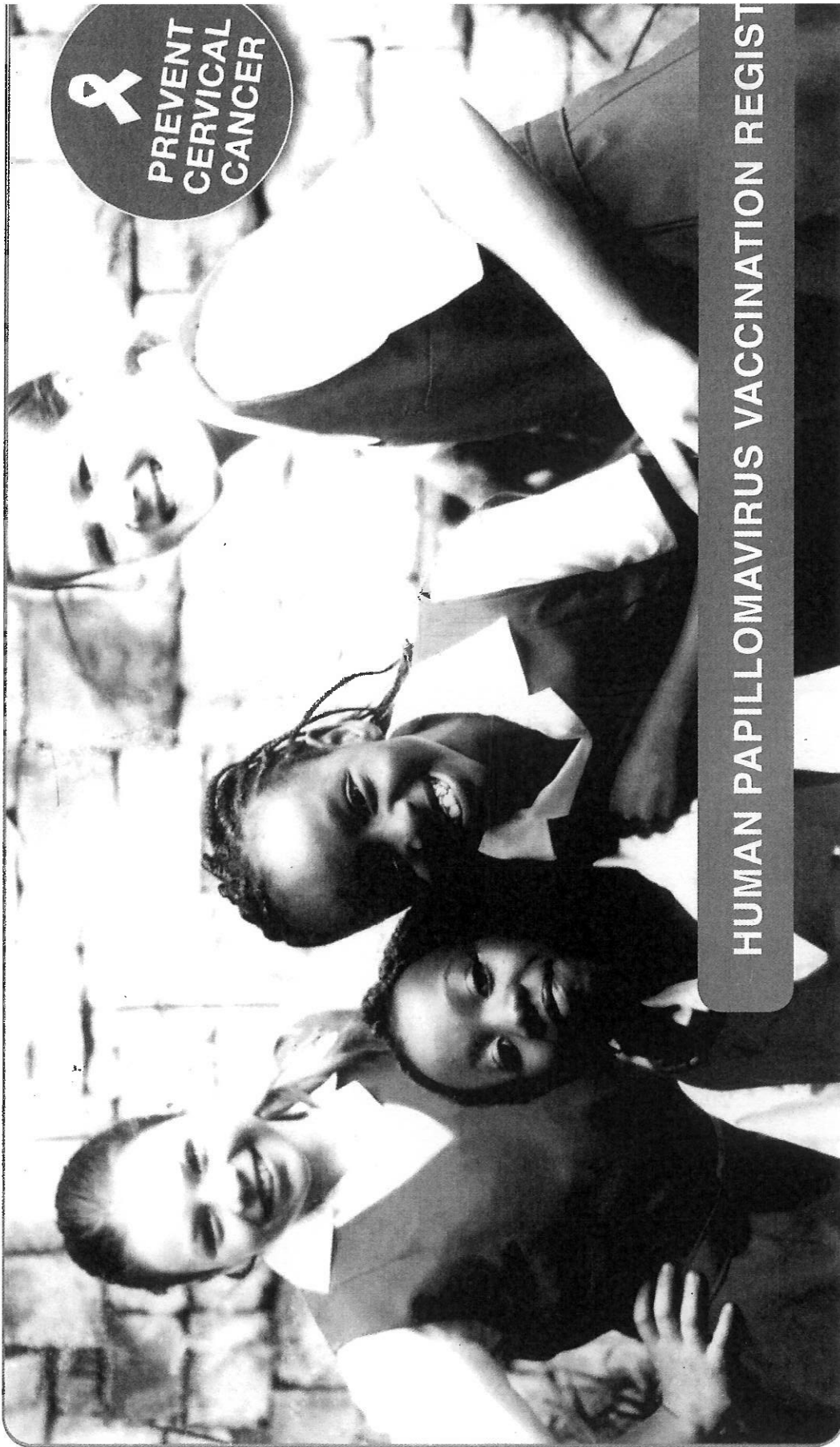
Size: 145mm (top to bottom) x 312mm (left to right) folded twice. First at 104mm (left to right) and at 208mm as per sample available for viewing.

Positioning of prints must be exact to the sample available for viewing

Printed double sided full colour in gloss paper as per sample available for viewing.

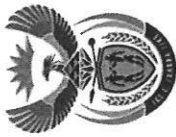
All text must be in English as per sample available for viewing.

Packaging requirements: Packed in (End User to state quantity per pack)



**PREVENT
CERVICAL
CANCER**

HUMAN PAPILOMAVIRUS VACCINATION REGISTER



**Basic Education
Health**

PROVINCE
DISTRICT
FACILITY NAME
YEAR

REGISTER NUMBER
START DATE
END DATE

**KWAZULU-NATAL PROVINCE**HEALTH
REPUBLIC OF SOUTH AFRICAPostal Address: Private Bag X54318 Durban
Physical Address: 83 King Cetshwayo Highway, Highway House, Mayville
Tel: 031 240 5532 Email address: Lizelle.derby@kznhealth.gov.za
www.kznhealth.gov.zaETHEKWINI DISTRICT OFFICE
SUPPLY CHAIN MANAGEMENT**SPECIFICATION FOR: HUMAN PAPILLOMAVIRUS VACCINATION REGISTER**

Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified.
Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted.
Bidders must also note that no part of any clause/s in this Bid Specification may be altered.
The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" next to the corresponding clause.

CLAUSE	SPECIFICATIONS / REQUIREMENTS		BIDDERS COMMENTS
			COMPLIES/DOES NOT COMPLY
1.	Description	Human Papillomavirus Vaccination Register	
2.	Size	Cover - 210mm x 891mm & Text - 210mm x 297mm	
3.	Pre-Press	Design To Be Done By Printer	
4.	Printing & Paper	Sheet 1, Print Only (x20): Printed Black front only on Reacto CB, 60gsm, White	
5.		Sheet 2, Print & Perf (x20): Printed Black front only on Reacto CFB, 60gsm, Pink	
6.		Sheet 3, Print & Perf (x20): Printed Black front only on Reacto CFB, 60gsm, Green	
7.		Sheet 4, Print & Perf (x20): Printed Black front only on Reacto CF, 57gsm, Blue	
8.		Back Cover - : NPP Emtini Kraft , 235gsm, Brown (not printed)	
9.		Finishing	Collated Staple at Left - Binding NCR Books Trimmed to size
10.	Despatch	Shrinkwrapped & boxed and deliver to one address in Durban	

SPECIFICATION

3 FOLD FILE COVERS (POST MORTEM DOCKETS)

Printing of 3 fold 190gsm folder 3 scored and slotted. 355x230x230mm brown cover.

Annexure A to be printed on the outer cover

Annexure B to be printed on the inner cover (first cover)

Annexure C to be printed on the outer last cover

N.B SAMPLE ATTACHED

OUTSIDE FRONT

ANNEXURE A

OUTSIDE FRONT
ANNEXURE A



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

POST MORTEM DOCKET

GOVERNMENT MORTUARY:

ANNUAL SERIAL No. (REGISTER OF DEATHS (KZN)):

SAPS 12 REFERENCE No.:

NAME OF DECEASED:

POLICE STATION: OB No.:

CR / CASE No. DATE OF DEATH:

INVESTIGATING OFFICER:

INSTRUCTION RE DISPOSAL OF DOCKET



ANNEXURE B



health
 Department:
 Health
 PROVINCE OF KWAZULU-NATAL

CHECKLIST OF DOCUMENT FOR POST MOTERM DOCKET

Mortuary Name			PM NUMBER - KZN	
FORM	DOCUMENT	DATE	COMPLETED BY	SIGNATURE (Compiling Officer)
Post mortem Docket	1396			
Report accompanying body to the mortuary	SAP 180			
Removal/Conveyance Statement	Affidavit			
Identification to QR	SAP 380			
Identification of the deceased	SAP 378			
Copy of Deceased ID/Affidavit				
Copy of Informant ID/Affidavit				
Affidavit by MO/Pathologist	SAP 378			
Post Mortem Report	SAP 356/GW 7/15			
Certificate of PM examination	SAP 181			
Notification of Death	BI - 1653			
Scribe Statement	Affidavit			
Authority to hand over the body	SAP 382			
Burial Order	BI - 14			
Application for state burial/O Statement	Statement			
Letter to IO	Letter			
Photographs for ID purposes				
Finger Prints	SAP 81 (A)			
DNA Form				
Brand Alcohol Form				
Histology Form				
Toxicology Form				
Handing over of Exhibits				
Signature of Assistant Director: _____ Post Name: _____				
Date Stamp: _____				

[Handwritten Signature]
 15/11/2023

SPECIFICATION(ADULT MALE PATIENT FOLDER)

H-Form Number: H111

ICN-Number: !!!!!!!

Description:

Specifications:

1. **Size:** 216 x 300 mm After cutting
2. **Cover :** 300 Gr Gloss printed full colour
single sided
3. **Print:** Inside 32 double sided
64 Page no :
4. **Paper:** 80g Bond White printed black
5. **Binding:** PUR Glue
6. **Pocket :** Pasted pocket on inside back cover
A4 page to fit with ease in pocket
7. **Packing:** 50 books per pack
8. If not quoted please return quote to the depot and indicate on
quote "no quote".
9. Submitting of proof is compulsory to enable proof reading.



SPECIFICATION(ADULT FEMALE PATIENT FOLDER)

Description:

Specifications:

1. **Size:** 216 x 300 mm After cutting
2. **Cover :** 300 Gr Gloss
3. **Print:** Inside 40 double sided
84 Page no :
4. **Paper:** 80g Bond White printed black
5. **Binding:** PUR Glue
6. **Pocket :** Pasted pocket on inside back cover
A4 page to fit with ease in pocket
7. **Packing:** 50 books per pack
8. If not quoted please return quote to the depot and indicate on quote "no quote".
9. Submitting of proof is compulsory to enable proof reading.

SPECIFICATION(PAEDIATRIC)

H-Form Number: H222

ICN-Number: !!!!!!!

Description:

Specifications:

1. Size: 216 x 300 mm After cutting
2. Cover : 300 Gr Gloss printed full colour
single sided
3. Print: Inside 32 double sided
64 Page no :
4. Paper: 80g Bond White printed black
5. Binding: PUR Glue
6. Pocket : Pasted pocket on inside back cover
A4 page to fit with ease in pocket
7. Packing: 50 books per pack
8. If not quoted please return quote to the depot and indicate on
quote "no quote".
9. Submitting of proof is compulsory to enable proof reading.

SPECIFICATION FOR VIRAL LOAD ALGORITHM SIZE A3 LAMINATED POSTER

A3 Glossy white paper written in black and color Ink, PAGES 21 OF JUNE 2023 ART GUIDELINES

(SAMPLE AVAILABLE ON REQUEST VIA E-MAIL)

SPECIFICATION FOR DIFFERENTIATED MODELS OF CARE SOP

A5 size 120 pages booklet, with hard glossy coloured front and back covers. Black ink written on white paper with some coloured pages fonts, written back to back differentiated models of care SOPs.

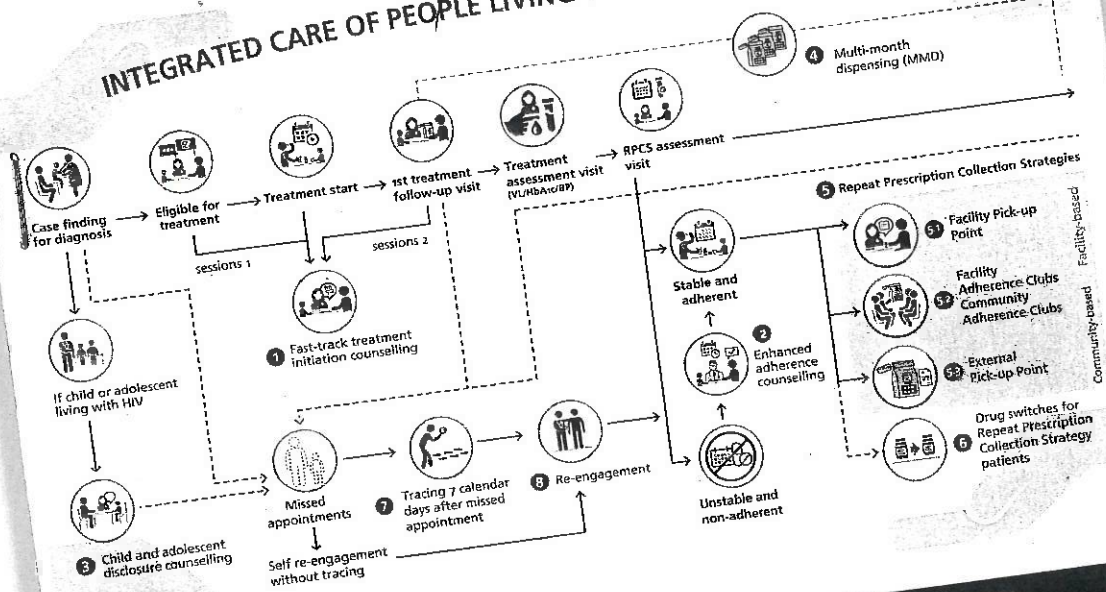
(SAMPLE AVAILABLE IN OFFICE)

DIFFERENTIATED MODELS OF CARE STANDARD OPERATING PROCEDURES

MINIMUM DIFFERENTIATED MODELS OF CARE PACKAGE TO SUPPORT LINKAGE TO CARE, ADHERENCE AND RETENTION IN CARE

Ntuli Kaze

INTEGRATED CARE OF PEOPLE LIVING WITH CHRONIC CONDITIONS



Adherence Guidelines for HIV, TB and NCDs Updated April 2023



health
Department:
Health
REPUBLIC OF SOUTH AFRICA



SPECIFICATION FOR PAEDIATRIC ART DOSING CHART- LAMINATED

A3 size laminated glossy paper written in Black ink with colour coded background columns, printed back to back. Annexure 5 annexure 6 of June 2023 ART guidelines

(soft copy sample via email, hard copy sample in the office)

ANTIRETROVIRAL DRUG DOSING CHART FOR CHILDREN 2022

Compiled by Child and Adolescent Committee of SA HIV Clinicians Society in collaboration with the Department of Health

FRONT

Available Formulations	Target dose	Abacavir (ABC)	Lamivudine (3TC)	Zidovudine (AZT)	Dolutegravir (DTG)	Dolutegravir when on Ritonavir	Lopinavir/ritonavir (LPV/r)	Abacavir + Lamivudine + Lopinavir/ritonavir	Lopinavir/ritonavir when on rifampicin (and for 2 weeks after stopping rifampicin)	# Atazanavir (ATV) + Ritonavir (RTV)	Efavirenz (EFV)	Target dose
permissible tablet FDC: ABC/3TC/DTG 600/300/50 mg	5 for individual medicines ONCE daily	8 mg/kg/dose TWICE daily OR if ≥ 10 kg: 16 mg/kg/dose ONCE daily	4 mg/kg/dose TWICE daily OR if ≥ 10 kg: 8 mg/kg/dose ONCE daily	180-240 mg/m ² /dose TWICE daily	By weight band ONCE daily	By weight band TWICE DAILY	300/75 mg/m ² /dose LPV/r TWICE daily	By weight band TWICE daily	LPV/r std dose + super-boosting with ritonavir (RTV) powder TWICE daily (2x 75x300 LPV dose bd)	Double-dose LPV/r OR tabs ONLY if able to swallow whole LPV/r tabs TWICE daily	By weight band ONCE daily	By weight band ONCE daily
Available Formulations												
3-5.9	x 120/60 mg tab od	3 ml bd OR 1 x 60 mg tab bd	3 ml bd	6 ml bd	0.5 x 10 mg DT od	0.5 x 10 mg DT bd	* 1 ml bd OR 2 capsules bd	2 capsules bd	LPV/r std dose (see purple column) + oral RTV powder 100 mg (1 packet) bd	Do not use double-dose LPV/r tabs	Not recommended	3-5.9
6-9.9	5 x 120/60 mg tabs qd	1.5 x 60 mg tab bd OR 4 ml bd	4 ml bd	9 ml bd	1.5 x 10 mg DT od	1.5 x 10 mg DT bd	* 1.5 ml bd OR 3 capsules bd	3 capsules bd	Oral powder 100 mg/packet	Adult tabs 200/50 mg, Paed tabs 100/25 mg	recommended	6-9.9
10-13.9	x 120/60 mg tabs od	Once daily dosing ≥ 10 kg OR 4 x 50 mg tabs od 12 ml od	Once daily dosing > 10 kg	12 ml bd OR 1 x 100 mg tabs bd	2 x 10 mg DT od	2 x 10 mg DT bd	2 ml bd OR 4 capsules bd OR 2 x 100/25 mg paed tabs am + 1 x 100/25 mg paed tab pm	4 capsules bd	LPV/r std dose (see purple column) + oral RTV powder 200 mg (2 packets) bd	3 x 100/25 mg paed tabs bd	1 x 200 mg cap od + RTV 1 x 100 mg tab or 100 mg oral powder (1 packet) od	10-13.9
14-19.9	5 x 120/60 mg tabs od	5 x 60 mg tabs od OR 1 x 300 mg tab od	1 x 150 mg tab od	2 x 100 mg tabs am + 1 x 100 mg tab pm OR 15 ml bd	2.5 x 10 mg DT od	2.5 x 10 mg DT bd	2.5 ml bd OR 5 capsules bd OR 2 x 100/25 mg paed tabs bd OR 1 x 200/50 mg adult tab bd	5 capsules bd		4 x 100/25 mg paed tabs bd OR 2 x 200/50 mg adult tabs bd	1 x 200 mg cap/tab + 2 x 50 mg caps/tabs nocte	14-19.9
20-24.9	x 120/60 mg tabs od	1 x 300 mg tab + 1 x 60 mg tab od OR 6 x 60 mg tabs od	2 x 100 mg tabs bd OR 20 ml bd	1 x 50 mg FC tab od	3 x 10 mg DT qd OR 1 x 50 mg FC tab od	3 x 10 mg DT bd OR 1 x 50 mg FC tab bd	3 ml bd OR 6 capsules bd OR 2 x 100/25 mg paed tabs bd OR 1 x 200/50 mg adult tab bd	6 capsules bd		6 x 100/25 mg paed tabs bd OR 3 x 200/50 mg adult tabs bd		20-24.9
25-29.9	x 600/300 mg tab od	2 x 300 mg tabs od	2 x 150 mg tabs od	1 x 300 mg tab bd OR 1 x AZI/3TC 300/150 mg tab bd	1 x 50 mg FC tab od OR FDC: ABC/3TC/DTG if eligible od	1 x 50 mg FC tab bd OR FDC: ABC/3TC/DTG if eligible od + 50 mg DTG FC tab 12 hours later	3.5 ml bd OR 7 capsules bd OR 3 x 100/25 mg paed tabs bd OR 1 x 200/50 mg adult tab bd + 1 x 100/25 mg paed tab bd	NOT recommended	LPV/r std dose (see purple column) + oral RTV powder 300 mg (3 packets) bd	8 x 100/25 mg paed tabs bd OR 4 x 200/50 mg adult tabs bd	1 x ATV/RTV 300/100mg FDC od OR ATV 2 x 150 mg caps od + RTV 1 x 100 mg tab or 100 mg oral powder (1 packet) od	25-29.9
30-39.9	ABC/3TC/DTG FDC 300/300/50 mg) if eligible od											30-39.9
≥ 40												≥ 40

* Avoid LPV solution in any full-term infant <14 days of age and any premature infant <42 weeks post-conceptual age (corrected gestational age) or obtain expert advice.
 † Children weighing 25-29.9 kg may also be dosed with LPV/r 200/50 mg adult tabs: 2 tabs am + 1 tab pm.
 ‡ Atazanavir-ritonavir should not be used in children/adolescents on treatment with Rifampicin, obtain expert advice.
 No dosages/adjustments are required for children receiving treatment with Efavirenz and Rilampicin.

od = once a day; nocte = at night; bd = twice a day; am = in the morning; pm = in the evening; std = standard; FDC = fixed dose combination; TLD = tenofovir/lamivudine/dolutegravir; TEE = tenofovir/emtricitabine/efavirenz

Weight (kg)	3-5.9	6-13.9	14-24.9	25
Confirmoxazole Dose	2.5 ml od	5 ml or ½ tab	10 ml or 1 tab od	2 tabs od
Multivitamins Dose	2.5 ml od	2.5 ml od	5 ml od	10 ml od

ARV DOSING CHART FROM BIRTH TO 28 DAYS OF AGE*

BACK

Birth weight \geq 2 kg and gestational age \geq 35 weeks*

	Lamivudine (3TC)	Zidovudine** (AZT)	Nevirapine (NVP)
Tiget dose	2 mg/kg/dose TWICE daily (BD)	4 mg/kg/dose TWICE daily (BD)	6 mg/kg/dose TWICE daily (BD)
Available formulation	10 mg/ml	10 mg/ml	10 mg/ml
Weight (kg)	Dose in ml	Dose in mg	Dose in ml
:2 -<3	0.5 ml BD	1 ml BD	1.5 ml BD
:3 -<4	0.8 ml BD	1.5 ml BD	2 ml BD
:4 -<5	1 ml BD	2 ml BD	3 ml BD

- Dosing is based on the birth weight of the child. It is not necessary to change the dose before 28 days of age if for example if the weight decreases in the first week or two of life.
 - Caregivers administering ARV medication to the child must be supplied with a syringe (2 ml or 5 ml) for each of the 3 ARVs and shown how to prepare and administer the prescribed dose. If required, bottles and syringes should be colour coded with stickers and a sticker of the relevant colour used to mark the correct dose on the syringe.
- *Refer to the protocol for initiation of ART in HIV-infected neonates in the HIV guidelines which includes guidance on ARV management after 28 days of age
 **Consult with a clinician experienced in paediatric ARV prescribing or the National HIV & TB Health Care Worker Hotline for neonates with birth weight $<$ 2 kg or gestational age $<$ 35 weeks
 ***If infant is found to have significant anaemia or neutropenia prior to or during treatment with AZT, discuss with a clinician experienced in paediatric ARV prescribing or any of the helplines listed below about switching to ABC

PRACTICAL ADVICE ON ADMINISTRATION OF ARV DRUGS

ARV Dg (as used in dosing chart)	Formulations	Can tablets/capsules be split/crushed/opened if unable to swallow?	Comment
Abacavir (ABC)	Oral solution: 20 mg/ml Tablets: 60 mg, 300 mg FDC tablets: AbC/3TC 120/60 mg; AbC/3TC 600/300 mg; AbC/3TC/DIG 600/300/50 mg FDC capsules: AbC/3TC/VPV/30/15/40/10 mg	Tablets: YES FDC 120/60 mg tablet is a dispersible tablet. May be split/crushed.	Hypersensitivity reaction (fever, rash, GIT & respiratory symptoms) may occur during first 6 weeks of therapy, very uncommon in black African patients. Symptoms typically worsen in the hours immediately after the dose and after each subsequent dose. Caregivers or patients should discuss symptoms early with the clinician rather than stopping therapy. Stop ABC permanently if hypersensitivity reaction has occurred.
Lamivudine (3TC)	Oral solution: 10 mg/ml Tablets: 150 mg; FDC tablets: AbC/3TC 120/60 mg; AbC/3TC 600/300 mg; TLD 300/300/50 mg FDC capsules: AbC/3TC/VPV/30/15/40/10 mg	FDC capsules should be opened and contents added to a small amount of food or dispersed in a liquid.	Well tolerated, adverse-effects uncommon. Pure red cell aplasia causing anaemia can occur but is very rare.
Zidovudine (AZT)	Oral solution: 10 mg/ml Tablets: 100 mg, 300 mg FDC tablet: AZT/3TC 300/150 mg	Tablets & FDC: YES Capsules: Can be opened and added to a small amount of soft food/liquid and ingest immediately.	Avoid or use with caution in neonates or children with anaemia (Hb $<$ 8 g/dl) due to potential to cause bone marrow suppression.
Tenofovir (TDF)	Tablets: 300 mg FDC tablets: TDF/FTC 300/200 mg; TEE 300/200/600 mg; TLD 300/300/50 mg	Tablet and FDC tablets: YES	TDF may be prescribed for adolescents \geq 10 years of age AND \geq 30 kg body weight after ensuring adequate renal function by checking eGFR/creatinine using the appropriate formula (refer to HIV guidelines). TDF is usually prescribed as part of an FDC tablet: TDF/FTC, TDF/FTC/EFV or TDF/3TC/DTG. To assess for TDF-induced nephrotoxicity, do creatinine and eGFR at months 3, 6 and 12 and thereafter repeat every 12 months.
Lopinavir/ritonavir (LPV/r)	Oral solution: 80/20 mg/ml Capsules: Pellets 40/10 mg per capsule Tablets: 200/50 mg, 100/25 mg FDC capsules: AbC/3TC/VPV/30/15/40/10 mg	Tablets: NO Must be swallowed whole and not divided, crushed or chewed. Capsules: Can be opened and added to a small amount of soft food/liquid and ingest immediately.	Oral solution should be refrigerated/stored at room temperature (if $<$ 25°C) for up to 6 weeks. Preferably administer oral solution with food as increases absorption. Strategies to improve tolerance and palatability of oral solution: coat mouth with peanut butter, dull taste buds with ice, follow dose with sweet foods. Many drug-drug interactions. LPV/r 40/10 mg capsules should be opened, and contents (pellets) of each capsule poured onto a spoon of soft food and fed to child. Don't try and dissolve pellets in food or water as they will develop a bad taste. AbC/3TC/VPV/r capsules should be opened and contents (granules) of each capsule poured onto a spoon of soft food or dissolved in water and fed to child. Capsules should never be swallowed whole. Discard capsule casing after contents have been emptied from it.
Ritonavir (RTV)	Oral powder: 100 mg/packet Tablets: 100 mg	Tablets: Can be opened and added to a small amount of soft food/liquid and ingest immediately.	Each 100 mg packet of RTV powder should be mixed with a small amount of water or soft food and immediately ingested. Many drug-drug interactions.**
Atazanavir (ATV)	Capsules: 150 mg, 200 mg FDC tablets: ATV/RTV 300/100 mg	Capsules: Can be opened and added to a small amount of soft food/liquid and ingest immediately. FDC tablets: NO Must be swallowed whole and not divided, crushed or chewed.	ATV is used in combination with RTV. May cause unconjugated hyperbilirubinaemia resulting in jaundice but this does not indicate hepatic toxicity and not a reason to discontinue the drug unless it is worrying the patient. Consider drug-drug interactions.**
Dolutegravir (DTG)	Dispersible tablet (DT): 10 mg Film coated (FC) tablets: 50 mg FDC tablets: TLD 300/300/50 mg FDC tablets: AbC/3TC/DTG 600/300/50 mg	Tablets: NO Must be swallowed whole and not divided, crushed or chewed. FDC capsules: YES Film coated tablets (including FDCs): YES	Iron supplements decrease DTG concentrations if taken together on an empty stomach. To prevent this, DTG and iron supplements can be taken at the same time if taken with food. May be helpful to administer as a morning dose rather than an evening dose if insomnia occurs with evening dosing. May raise creatinine levels by up to 15% without affecting renal function. Consider drug-drug interactions. DTG DT and DTG FC tablets are not bioequivalent; 30 mg of DTG DT corresponds to 50 mg DTG FC tablets. DTG 50 mg FC tablets are preferred for children who have reached 20 kg (unless they cannot swallow tablets).
Efavirenz (EFV)	Capsules: 50 mg, 200 mg Tablets: 50 mg, 200 mg, 600 mg FDC tablets: TEE 300/200/600 mg	Tablets: NO Must be swallowed whole and not divided, crushed or chewed. Capsules: YES. Open and add to small amount of soft food and ingest immediately.	Best given at bedtime to reduce CNS side-effects, especially during first 2 weeks. Consider drug-drug interactions.**

FDC = Fixed-dose combination; eGFR = estimated glomerular filtration rate; GIT = gastrointestinal tract; TEE = Tenofovir/Emtricitabine/Efavirenz; TLD = Tenofovir/Lamivudine/Dolutegravir; #EM- Antiretroviral Interactions Table (<https://www.nicet.ac.za>) OR www.hiv-druginteractions.org/ checker. One Liverpool HIV Chart application for smart phones, or any of the helplines: National HIV and TB Health Care Worker Hotline: 0800 212 506 or 071 840 1572

NEED HELP?

Contact the TOLL-FREE National HIV & TB Health Care Worker Hotline at 0800 212 506 / 071 406 6782
 Alternatively "Whatsapp" or send an SMS or "Please Call Me" to 071 840 1572



health

Department of Health
 REPUBLIC OF SOUTH AFRICA



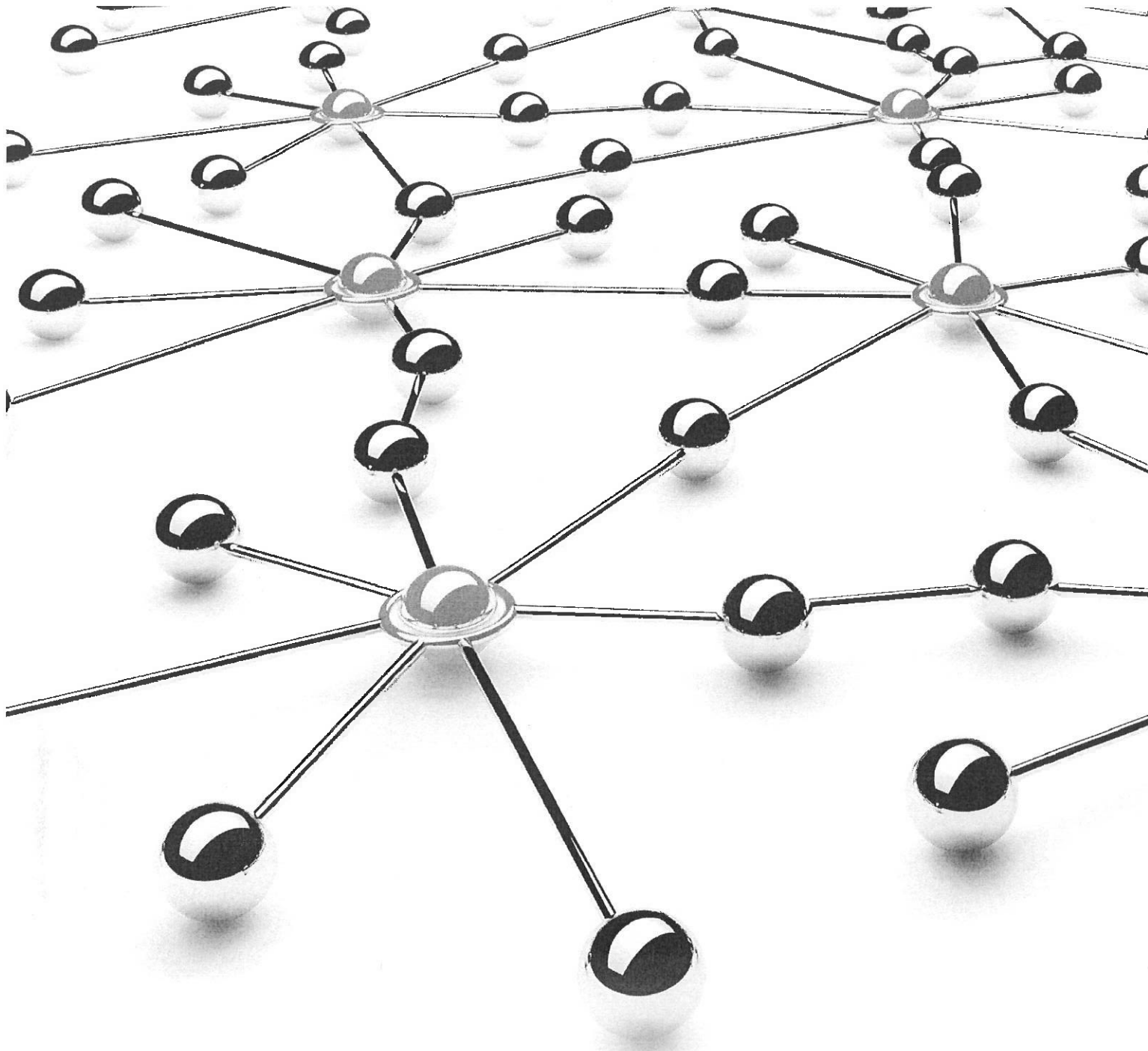
NATIONAL HIV & TB HELPLINE
 0800 212 506



SOUTHERN AFRICAN SOCIETY OF HIV AND AIDS

SPECIFICATION FOR INTEGRATED TB/HIV DATA MANAGEMENT SOP

A4 size glossy cover booklet (35 pages) with hard covers binded by stapler, white pages written in black ink with some coloured pages and font. Integrated TB/HIV Data Management standard Operating Procedure.



Integrated TB/HIV Data Management

Standard Operating Procedure

Part I: Facility-level

Version 2, April 2019



health

Department:
Health



SPECIFICATION FOR ADHERENCE CLUB REGISTER

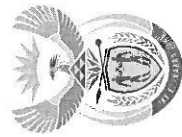
21 PAGES, PRINTED WITH BLACK INK ON WHITE PAPER SINGLE PAGES WITH HARD GLOSSY
COLOURED FRONT AND BACK PAGES BONDED BY STAPLER, A3 SIZE

(SAMPLE AVAILABLE ON REQUEST VIA E-MAIL)

ADHERENCE CLUB REGISTER

FACILITY NAME:

ADHERENCE CLUB NO:



health

Department:
Health

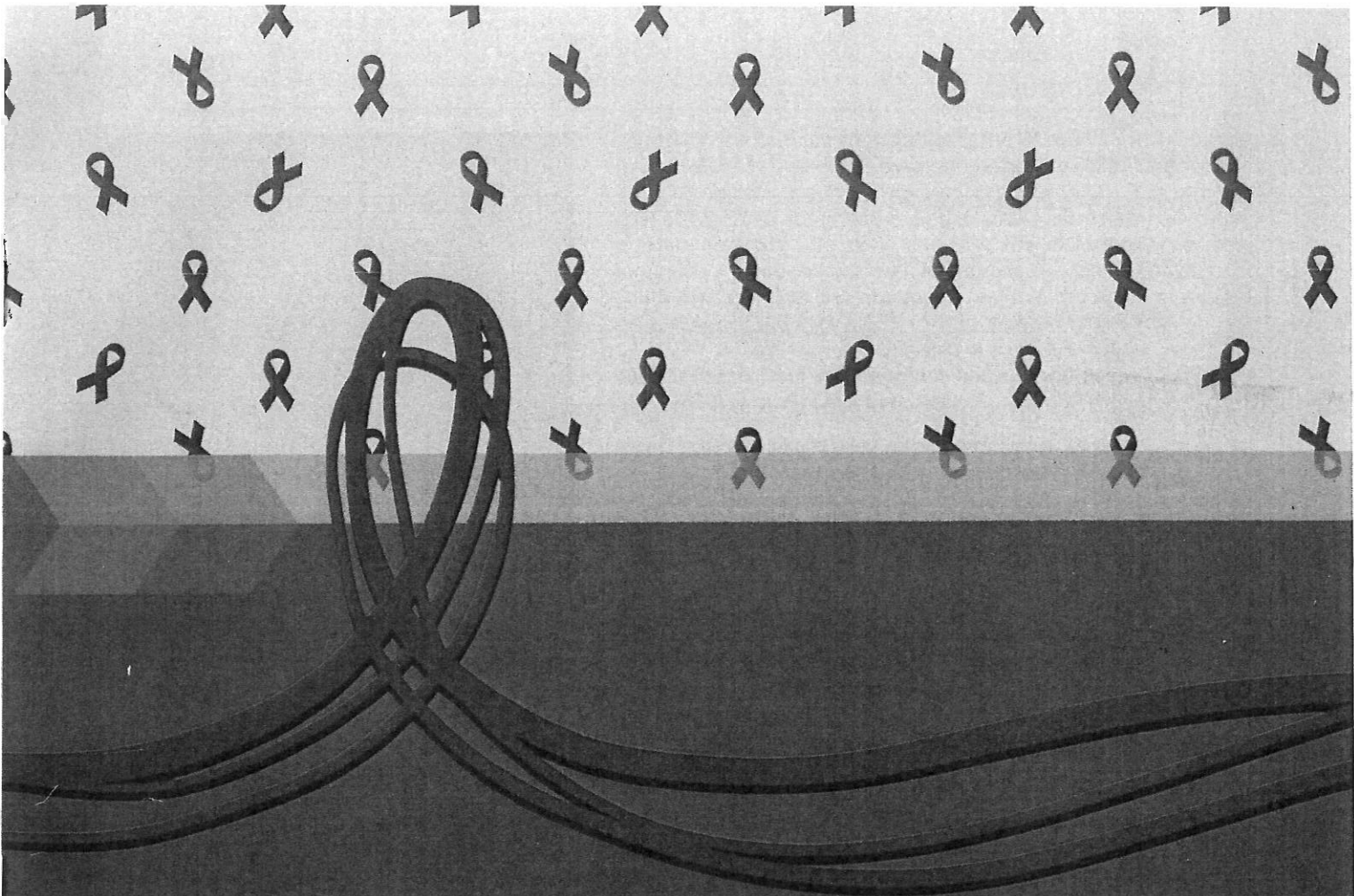
REPUBLIC OF SOUTH AFRICA

A long and healthy life for all South Africans

SPECIFICATION FOR ANTI-RETROVIRAL THERAPY GUIDELINES 2023

43 PAGES A4 SIZE BOOKLET BINDED BY STAPLER, FRONT AND BACK HARD COVERS, GLOSSY COLOURED PAPER BACK TO BACK PAGES WRITTEN IN BLACK INK WITH COLOURED BOXES AND SAME COLOURED WORDS. JUNE 2023 VERSION 3 ART GUIDELINES

(SAMPLE AVAILABLE ON REQUEST VIA E-MAIL)



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**



SPECIFICATION FOR PATIENT LITERACY CLASSES REGISTER

PATIENT LITERACY CLASSES REGISTER WRITTEN IN BLACK INK ON WHITE PAPER, WITH GLOSSY BACK AND FRONT COVERS, EACH PAGE PRINTED ON ONE SIDE WITH COLUMNS. FRONT COVER WITH DEPARTMENTAL LOGO WRITTEN IN BOLD FONT A3 SIZE WITH 20 PAGES.

(SAMPLE AVAILABLE ON REQUEST VIA E-MAIL)



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

AMAJUBA HEALTH DISTRICT – PATIENT LITERACY CLASSES REGISTER

Facility Name: _____

Month: _____

Year: _____

	Name and Surname	Contact Details	Patient Literacy Session 1	Patient Session 2	Additional Session/s
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					

Facilitator: _____

Date: _____

Facility Manager/HAST Champion: _____

Date: _____

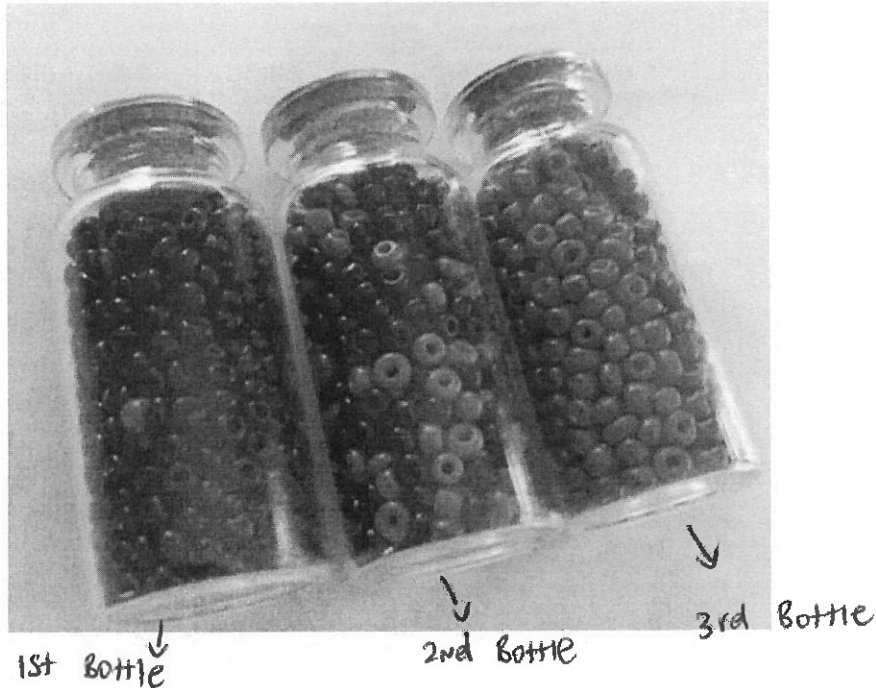
SPECIFICATION FOR PATIENT VIRAL LOAD MANAGEMENT DEMONSTRATION MANUAL

PRINT IN A4 PAGE, PRINTED IN BLACK AND WHITE, PAGE MUST BE LAMINATED

NOTE: PICTURES FOR BOTTLES MUST BE IN COLOR AS PERS ATTACHED SAMPLE

SPECIFICATION

Patient viral load management demonstration toolkit (beads and instruction manual for patient Literacy) (The B – OK bottles)



1. 3 big clear bottles with mix of red and black beads
 - o 1st bottle - black with one red beads
 - o 2nd bottle - mix of red and black beads
 - o 3rd bottle – mostly red beads with just a few black beads
2. 3 small bottles filled with a mix of red and black beads in a bag with instruction to use.
 - o 1st bottle - black with one red beads
 - o 2nd bottle - mix of red and black beads
 - o 3rd bottle – mostly red beads with just a few black beads

Sample available for viewing

Instructions:

- The B-OK bottle is a simple visual aid that incorporates behavioural economic principles to quickly and effectively communicate complex HIV concepts, including the relationship between ART adherence and viral suppression.
- The B-OK counselling toolkit comprises three small bottles filled with a mix of red and black beads in different ratios that serve as an analogy for HIV in the human body.
- Black beads denote healthy cells and red beads denote HIV-infected cells.
- The mixed bottle represents the body at HIV diagnosis: even though the PLHIV might feel fine and conclude that no immediate treatment is needed, the red beads indicate that HIV is multiplying and can be transmitted.
- The bottle with mostly red beads indicates the consequences of delaying or stopping treatment, with HIV taking over the body.
- In contrast, the bottle with the single red bead shows that taking ART daily can all but eliminate HIV, making the amount of HIV in the body so small that it cannot be detected or transmitted.

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution²? **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 consortium³ 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 "Procuring institution" refers to all institutions under the Accounting Officer of the Department of Health.

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

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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or 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

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.
- 3.3. **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: _____

<p>Institution Stamp:</p>	<p>Institution Site Inspection / briefing session Official:</p> <p>Full Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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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.

4. 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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \text{OR} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \text{OR} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 claimed (80/20 system)
Disability: Full allocated to companies who are at least 51% Owned by Black People or Persons with Disabilities	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: _____

EVALUATION CRITERIA over R50 000.

Proposals received shall be evaluated on the following.

1. Specification

Only offers that meet the specification 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

All information required in the bid document must be accurate and dully completion including all the appropriate signatures. This include the completion of documentation where required and the submission of required / requested documentation e.g. Valid Tax Certificate, etc. Able to adhere to time frame (delivery/service period must be clearly indicated). Please ensure samples of products submitted is of good quality and free from infestations (moth & food insects) and in sealed tins. The institution reserves the right to verify all information submitted.

3. Preferential Points System

3.1 The 80/20 preferential point system shall be used in the evaluation process

B-BBEE Status Level of contributor	Number of points (80/20 system company to ring their level)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4. Specific Goals

4.1 Over and above the following activities will be considered in the evaluation/ adjudication process.

4.2

- (i) Whether the quotation offers value for money
- (ii) Compulsory registration of the Provincial Suppliers Database
- (iii) SABS approved products
- (iv) As per specification/description
- (v) Verification the recommended bidder is not on the Register for tender defaulters
- (vi) Verification of the identity numbers of the directors/trustees/shareholders of the preferred bidder(s) against the institution's staff establishment in order to determine whether or not any of the directors/trustees/shareholders are in the service of the State or officials employed by specific institution

5. Execution Plan

- 5.1 If the bidder is a supplier not a manufacturer of the output tendered for, he/she must submit with the bid document on closing date and time of a bid, a guarantee from a manufacturer that support required to execute the contract will be successfully. Please attach a guarantee from a manufacturer as part of the bid document. **NB:** If you are manufacture or keeping the items/goods on the shelf, please attach the confirmation as a proof.

OR

If the bidder is a supplier (middle man) not keeping the product (item) directly on/in their shelves/shop, he or she must submit with the bid document on closing date and time of a bid, a guarantee letter from the supplier that support required to execute the contract will be successfully, a letter from the suppliers, a letter can include the product name and mention that item is fully compliant with specification . Please attach a letter from a supplier as part of the document.

This evaluation criteria is designed in such a way that responses would be required from the bidders, **NB:** Failure to submit the required documents(s) may invalidate the entire bid.

This evaluation criteria is designed in such a way that responses would be required from the bidders, **NB:** Failure to submit the required documents(s) may invalidate the entire bid.

**PLEASE SIGN AND RETURN THE EVALUATION CRITERIA WITH
THE QUOTATION FORM AND RELEVANT DOCUMENTS**

NAME & SURNAME

SIGNATURE