health
Department:
Health
REPUBLIC OF SOUTH AFRICA

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Directorate: Affordable Medicines
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CONTRACT HP14-2015PM: THE SUPPLY AND DELIVERY OF PHARMACEUTICAL PACKAGING MATERIALS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 DECEMBER 2015 TO 31 NOVEMBER 2018

1. The attached contract circular is for your information.
2. This contract will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Requirement and Conditions of Contract are in conflict with the General Conditions of the Contract, the Special Requirements and Conditions of Contract will prevail.
3. The bid price offered applies to the product specified e.g. price per single unit, as per specification.
4. The following provincial Departments of Health will participate in this contract:

PARTICIPANTS	CONTACT PERSON	TEL NO	FAX NO
Eastern Cape	L Mabuya	(040) 608 0853	(086) 666 8790
Free State	M Smits	(051) 411 0544	(051) 430 5344
Gauteng	D Malele	(011) 628 9131	(086) 660 7080
Kwazulu-Natal	S Hlongwana	(033) 846 7267	(033) 846 7280
Limpopo	S Rasekele	(015) 223 9054	(086) 604 7766
Mpumalanga	B Thela L Mahlangu	(013) 283 9002 (013) 766 3166	(013) 283 9043 (086) 610 2795
North West	S Mokgatlha	(018) 384 2977	(018) 384 3529
Northern Cape	E Delport	(053) 830 2700	(086) 508 3222
Western Cape	N Mia	(021) 483 5800	(086) 669 1294

K Jamaloodien

K JAMALOODIEN
DIRECTOR: AFFORDABLE MEDICINES
For: DIRECTOR-GENERAL: HEALTH
DATE: 26/11/2015

CONTRACT HP14-2015PM: THE SUPPLY AND DELIVERY OF PHARMACEUTICAL PACKAGING MATERIALS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 DECEMBER 2015 TO 31 NOVEMBER 2018

1. IMPORTANT GENERAL INFORMATION:

1.1 Please note that the delivered price is for the unit of measure (UOM) offered. Unit of Measure, National Stock Numbers and prices should be carefully matched when placing or executing orders.

1.2 All prices are inclusive of 14 % VAT.

1.3 All prices are on a delivered basis.

1.4 Contact persons and e-mail addresses indicated hereunder are to be used for contract enquiries and not for orders

2. NAMES AND ADDRESSES OF CONTRACTORS AND CONTACT DETAIL

Supplier Name	**Supplier Code**	**Postal Address**	**Contact Detail** **----------** **Telephone Number** **Fax Number**	**Contact Person** **----------** **E-mail Address**
Biologica Pharmaceuticals (Pty) Ltd	V3U78	P O Box 30235 **SUNNYSIDE** 0132	(012) 460-6503 (086) 247-7986	Dr Nondumiso Y H Mzizana info@biologica.co.za
Estacom (Pty) Ltd	V3Z92	P O Box 88404 **NEWCLARE** 2112	(084) 044-2026	Abdul-Kader Matthews estacompty@gmail.com
Medi-Core Technologies (Pty) Ltd	V3VP6	P O Box 1803 Verulam **DURBAN** 4340	(032) 541-1064 (086) 546-7747	Moonilal Seopursat medicoresales@gmail.com
Phormpak SA cc	V7786	P O Box 22544 **GLENASHLEY** 4022	(031) 569-1945 (031) 569-1950	Clive Forman orders@phormpak.co.za
Stripform Packaging (Pty) Ltd	VCJ14	P O Box 1480 **DASSENBERG** 7350	(021) 577-1455 (021) 577-1122	Stephen Sendin stephen@stripform.co.za
Supra Healthcare Johannesburg (Pty) Ltd	V6389	P O Box 178 **ISANDO** 1600	(011) 049-4100 (011) 974-5422	Uma Raju umar@suprahealthcare.com
Unitrade 1032 cc	VALB5	P O Box 60797 **PHOENIX** 4080	(031) 507-9300 (031) 507-9386	Manormonie Baitchu daphne@unitrademedical.co.za

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	NSN	UOM
1	Bags,tablets/capsules, closed base and resealable rib, Lip ± 10 mm, thickness ≥ 60 micron Polyethylene, Conventional format, Provided in continuous chain format with performation between adjacent bag seams. Coated with matt white laquer to facilitate writing and secondary printing. Unprinted except for multilingual childrens warning Bag must have optical registration mark at foot of both bases, close to bag's border seal ± 110 mm (W) x ± 100 mm (L) **Pack: 6 000 resealable bags**	1 290	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 2 257.2000	Pack of 6000	21	2 packs x 6 000 bags	99	181931781	RO
2.1	Bags,tablets/capsules, closed base and resealable rib, Lip ± 10 mm, thickness ≥ 60 micron Polyethylene Conventional format, Provided in continuous chain format with performation between adjacent bag seams. Coated with matt white laquer to facilitate writing and secondary printing OVERPRINTED with additional information on the face of the packet below the multilingual childrens warning. Size 1 ± 104 mm (W) x ± 100 mm (L) **Pack: 1 000 resealable bags**	1 730	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 392.1600	Pack of 1000	21	2 packs x 1 000 bags	99	181931782	RO
2.2	Bags,tablets/capsules, closed base and resealable rib, Lip ± 10 mm, thickness ≥ 60 micron Polyethylene Conventional format, Provided in continuous chain format with performation between adjacent bag seams. Coated with matt white laquer to facilitate writing and secondary printing OVERPRINTED with additional information on the face of the packet below the multilingual childrens warning. . Size 2 ± 104 mm (W) x ± 120 mm (L) **Pack: 1 000 resealable bags**	10 300	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 429.7800	Pack of 1000	21	2 packs x 1 000 bags	99	181931930	RO
2.3	Bags,tablets/capsules, closed base and resealable rib, Lip ± 10 mm, thickness ≥ 60 micron Polyethylene Conventional format, Provided in continuous chain format with performation between adjacent bag seams. Coated with matt white laquer to facilitate writing and secondary printing OVERPRINTED with additional information on the face of the packet below the multilingual childrens warning. Size 3 ± 104 mm (W) x ± 160 mm (L) **Pack: 1 000 resealable bags**	900	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 456.0000	Pack of 1000	21	2 packs x 1 000 bags	99	181931932	RO
3	Bags,tablets/capsules, closed base and resealable rib, Lip ± 10 mm, thickness ≥ 60 micron Polyethylene Tamper-evident format, Provided in continuous chain format with performation between adjacent bag seams. Coated with matt white laquer to facilitate writing and secondary printing OVERPRINTED with additional information on the face of the packet below the multilingual childrens warning. Size 1 ± 104 mm (W) x ± 100 mm (L) **Pack: 1 000 resealable bags**	270	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 429.7800	Pack of 1000	21	2 packs x 1 000 bags	99	181931934	RO

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	NSN	UOM
4.1	Bags, tablets\capsules, resealable, Lip ± 10 mm, Thickness ≥ 60 micron Conventional format. OVERPRINTED with additional information on the face and back of the packet, including pictogram plus additional requests per order Size 1 ± 104 mm (W) x ± 100 mm (L) **Pack 1 000 resealable bags**	30 000	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 443.0000	Pack of 1000	21	2 packs x 1 000 bags	99	181931935	RO
4.2	Bags, tablets\capsules, resealable, Lip ± 10 mm, Thickness ≥ 60 micron Conventional format. OVERPRINTED with additional information on the face and back of the packet, including pictogram plus additional requests per order Size 2 ± 104 mm (W) x ± 120 mm (L) **Pack 1 000 resealable bags**	3 780	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 456.0000	Pack of 1000	21	2 packs x 1 000 bags	99	181931938	RO
4.3	Bags, tablets\capsules, resealable, Lip ± 10 mm, Thickness ≥ 60 micron Conventional format. OVERPRINTED with additional information on the face and back of the packet, including pictogram plus additional requests per order Size 3 ± 104 mm (W) x ± 160 mm (L) **Pack 1 000 resealable bags**	790	Stripform Packaging (Pty) Ltd	VCJ14	Stripform	R 467.4000	Pack of 1000	21	2 packs x 1 000 bags	99	181931939	RO
5.1	Bag, paper, open-mouth, gusseted, rectangular, bottom-styled Continous glued side seam Reinforced bottom Carrying capacity: 250 grams Size: Small Width: 80 - 90mm Gusset: 50 - 60mm Length: 180 - 200mm **Packs of 500**	3 770	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 72.3300	Pack of 500	21	20 packs (500 pieces)	100	181931943	PK
5.2	Bag, paper, open-mouth, gusseted, rectangular, bottom-styled Continous glued side seam Reinforced bottom Carrying capacity: 300 grams Size: Medium Width: 120 - 130mm Gusset: 70 - 80mm Length: 220 - 240mm **Packs of 500**	111 510	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 136.0300	Pack of 500	21	20 packs (500 pieces)	100	181931944	PK
5.3	Bag, paper, open-mouth, gusseted, rectangular, bottom-styled Continous glued side seam Reinforced bottom Carrying capacity: 500 grams Size: Large Width: 160 - 170mm Gusset: 100 - 110mm Length: 330 - 350mm **Packs of 500**	10 020	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 247.8000	Pack of 500	21	20 packs (500 pieces)	100	181931945	PK

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	NSN	UOM
5.4	Bag, paper, open-mouth, gusseted, rectangular, bottom-styled Continous glued side seam Reinforced bottom Carrying capacity: 750 grams Size X-Large Width: 190 - 200mm Gusset: 110 - 120mm Length: 370 - 390mm **Packs of 500**	2 590	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 389.7100	Pack of 500	21	20 packs (500 pieces)	100	181931946	PK
7	Bottle, dropper, eye, linear low density polyethylene (LLDPE) squeeze type, screw cap and insert Bidder to supply: Material specifications from manufacturer: Capacity: 15 ml **Boxed**	325 370	Supra Healthcare Johannesburg (Pty) Ltd	V6389	Avacare	R 1.1900	1 Bottle	21	1 pack (100 bottles)	99	180028879	EA
8.1	Bottle, rectangular or round, amber, PVC, suitable for medicine Internal neck diameter: 14.5mm - 16.5mm Complete with fitting POLYPROPYLENE screw cap Bidder to supply: Material specifications from manufacturer 50ml **Boxed**	1 193 620	Phormpak SA cc	V7786	Phormpak	R 1.1300	1 Bottle	21	1 000	90	180158794	EA
8.2	Bottle, rectangular, or round, amber, PVC, suitable for medicine Internal neck diameter: 14.5mm - 16.5 mm Complete with fitting POLYPROPYLENE screw cap, Bidder to supply: Material specifications from manufacturer 100ml **Boxed**	1 636 140	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 1.5781	1 Bottle	21	500	100	189705631	EA
8.3	Bottle, rectangular, or round, amber, PVC, suitable for medicine Internal neck diameter: 14.5mm - 16.5 mm Complete with fitting POLYPROPYLENE screw cap, Bidder to supply: Material specifications from manufacturer 200ml **Boxed**	344 490	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 2.0124	1 Bottle	21	250	100	189705633	EA
9.1	Bottle, amber, PVC, Suitable for medicine Complete with 28mm polypropylene, screw cap Bidder to supply: Material specifications from manufacturer 500ml **Boxed**	477 000	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 3.1088	1 Bottle	21	350	100	180013033	EA
9.2	Bottle, medical, round, amber, PVC Complete with a 28 mm polypropylene spray cap Bidder to supply: Material specifications from manufacturer **1 x 500ml**	520 950	Phormpak SA cc	V7786	Phormpak	R 6.9000	1 Bottle	21	100	90	181932086	EA
9.3	Bottle, medical, round, amber, PVC Complete with a 28 mm polypropylene pump cap. Bidder to supply: Material specifications from manufacturer **1 x 500ml**	547 350	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 7.7976	1 Bottle	21	350	100	181932087	EA
10	Bottle, transparent, white, high density polyethulene, with handle and polypropylene screw cap. Bidder to supply: Material specifications from manufacturer Capacity: 2,5 litre **Pack: Each**	35 490	Estacom (Pty) Ltd	V3Z92	Estacom	R 19.3800	1 Bottle	21	300	90	180158817	EA

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	NSN	UOM
11.1	Bottle screw cap, amber glass Round With a screw cap **50ml**	234 950	Estacom (Pty) Ltd	V3Z92	Estacom	R 2.7400	1 Bottle with cap	21	1 000	90	181932007	EA
11.2	Bottle Screw cap, amber glass Round With a screw cap **100ml**	314 700	Estacom (Pty) Ltd	V3Z92	Estacom	R 3.4200	1 Bottle with cap	21	1 500	90	181932008	EA
11.3	Bottle Screw cap, amber glass Round With a screw cap **200ml**	120 380	Phormpak SA cc	V7786	Consol	R 4.9900	1 Bottle with cap	21	500	90	181932009	EA
11.4	Bottle Screw cap, amber glass Round With a screw cap **500ml**	78 180	Phormpak SA cc	V7786	Consol	R 8.9900	1 Bottle with cap	21	500	90	181932010	EA
12.1	Carton, die-cut, waxed on both sides, Suitable for storing of pharmaceutical products on shelves Corrugated cardboard, manual self-locking assembly. 305mm x 102mm **Pack: Bin**	512 800	Unitrade 1032 cc	VALB5	Waxcon	R 3.8100	1 Bin	21	5 x 100	100	180118054	EA
12.2	Carton, die-cut, waxed on both sides, Suitable for storing of pharmaceutical products on shelves Corrugated cardboard, manual self-locking assembly. 305mm x 152mm **Pack: Bin**	483 380	Unitrade 1032 cc	VALB5	Waxcon	R 4.2700	1 Bin	21	5 x 100	100	180118058	EA
12.3	Carton, die-cut, waxed on both sides, Suitable for storing of pharmaceutical products on shelves Corrugated cardboard, manual self-locking assembly. 305mm x 305mm **Pack: Bin**	361 820	Unitrade 1032 cc	VALB5	Waxcon	R 5.6200	1 Bin	21	5 x 100	100	189716025	EA
14.1	Container, ointment High density polyethylene or Polyvinyl chloride Opaque Press-on lid **50g** Bidder to supply material specification from manufacturer	1 113 140	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 1.1970	1 Container	21	1 000	100	189717425	EA
14.2	Container, ointment High density polyethylene or Polyvinyl chloride Opaque Screw-on cap **100g** Bidder to supply material specification from manufacturer	383 700	Biologica Pharmaceuticals (Pty) Ltd	V3U78	Pharmaceutical Blow Moulding Specialists	R 3.5200	1 Container	14	1 000	100	180229093	EA
14.3	Container, ointment High density polyethylene or Polyvinyl chloride Opaque Screw-on lid PVC 20mm deep Vertical sides **500g** Bidder to supply material specification from manufacturer	226 950	Biologica Pharmaceuticals (Pty) Ltd	V3U78	Pharmaceutical Blow Moulding Specialists	R 5.2200	1 Container	14	500	100	180350990	EA
15	Measure, spoon, medical, plastic, graduated 2,5 ml and 5 ml **Each**	18 514 630	Biologica Pharmaceuticals (Pty) Ltd	V3U78	Pharmaceutical Blow Moulding Specialists	R 0.3400	1 spoon	14	5 000	100	181932046	EA

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	NSN	UOM
16	Measure, tumbler, medical, PVC/Polypropylene, transparent Graduated in 5 ml increments Volume: 50 ml Must be stackable **Each**	242 880	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 0.7415	1 Tumbler	21	1 000	100	180120095	EA
17.1	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **10 ml**	75 350	Estacom (Pty) Ltd	V3Z92	Estacom	R 0.4200	1 Vial	21	2 000	90	180158946	EA
17.2	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **20 ml**	24 000	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 0.4887	1 Vial	21	1 000	100	180295028	EA
17.3	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **30 ml**	1 604 100	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 0.6240	1 Vial	21	1 000	100	180295029	EA
17.4	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **50 ml**	815 690	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 0.6544	1 Vial	21	1 000	100	180012898	EA
17.5	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **75 ml**	335 430	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 0.8664	1 Vial	21	1 000	100	180295037	EA
17.6	Vial, polypropylene for tablets, clear amber with hinged lid closure. The container must resistant to light and vapour permeability Bidder to supply: Material specifications from manufacturer **100 ml**	1 192 650	Medi-Core Technologies(Pty) Ltd	V3VP6	Ulife	R 1.0260	1 Vial	21	1 000	100	180295040	EA

health

Department:
Health
REPUBLIC OF SOUTH AFRICA

Special Requirements and Conditions of Contract

HP14–2015PM
THE SUPPLY AND DELIVERY OF PHARMACEUTICAL PACKAGING MATERIALS TO THE DEPART MENT OF HEALTH FOR THE PERIOD 1 DECEMBER 2015 TO 31 NOVEMBER 2018

VALIDITY PERIOD: 120 days

National Department of Health

Compulsory Briefing Session
24 August 2015
Time: 09:00-10:00
Venue:
National Department of Health
Civitas Building
242 Struben Street (Cnr Thabo Sehume and Struben streets)
Impilo Board Room, North Tower,
Pretoria

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SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

1. BACKGROUND

This bidding process, and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Requirements and Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

2. EVALUATION CRITERIA

2.1. PREFERENCE POINTS SYSTEM

2.1.1. In terms of Regulation 6 of the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department of Health on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (final delivered price including VAT): maximum 90 points
- B-BBEE status level of bidder: maximum 10 points

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

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

Pmin= Comparative price of lowest acceptable bid

2.1.3. A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

B-BBEE Status	
Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

2.1.4. Bidders are required to complete the preference claim form (SBD 6.1) irrespective of whether the B-BBEE status level points are claimed or not.

2.1.5. The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

2.1.6. Only bidders who have completed and signed the declaration part of the preference claim form, and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of Close Corporation Act, 1984 (Act 69 of 1984)) or an accredited verification agency will be considered for preference points.

2.1.7. Bidders that fail to comply with paragraphs 2.1.4 and 2.1.6 will be allocated zero points for B-BBEE status.

2.1.8. The Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

2.1.9. The points scored will be rounded off to the nearest 2 decimals.

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

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

3. PRE AWARD SUPPLIER DUE DILIGENCE

The Department of Health reserves the right to conduct supplier due diligence prior to the final award of contract, or at any time thereafter.

4. PARTICIPATING AUTHORITIES

The National Department of Health and the following Provincial Departments of Health will participate in this contract: Eastern Cape, Free State, Gauteng, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape and North West.

5. CONTRACT PERIOD

The contract period shall be for 36 months commencing on 01 December 2015.

6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING

6.1. BID DOCUMENTS FOR SUBMISSION

6.1.1. Bidders MUST submit the following completed documents:

- SBD1: Invitation to bid
- SBD2: Tax Clearance Certificate: Certificate must be original and valid
- SBD4: Declaration of Interest
- SBD5: The National Industrial Participation Programme
- SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2011
- SBD8: Declaration of bidder's past supply chain management practices
- SBD9: Certificate of independent bid determination
- PBD1: Authorisation Declaration (if applicable)
- PBD4: Supplier details
- PBD7: Compulsory briefing session attendance certificate
- B-BBEE Status Level Verification Certificate (if applicable) (Original or Certified Copy)
- Certified copy of the CIPC document (Reflecting the Entity's Registration Number and Registered Name)
- Completed Bid Response Documents: Completion of all response fields per item offered and signature on each page is mandatory.

6.2. COMPLETION OF DOCUMENTS AND BID SUBMISSION

Bidders are required to submit three sets of bid documents according to the instructions below. All three sets must be submitted before the closing date and time of bid. Set 2 and Set 3 must be included on a CD with Set 1 and submitted in **a sealed package**. The full name and address of the bidder, including the return address, the bid number and the closing date must be clearly indicated on the

package. All fields must be completed. Where information requested is not relevant this should be indicated with N/A.

6.2.1. Set 1: Hard copy legally binding bid documents (printed version of completed documents)

All bid documents are provided in electronic format (fillable PDF and Excel). Bidders must complete all SBD, PBD and Bid Response forms in electronic format in black ink, typed. Where no electronic entry field is provided bidders must complete the fields in black ink, handwritten in capital letters. The completed electronic forms must be printed and signed. Bidders must submit their complete bid in hard copy format (paper document). The signed hard copy of the bid document will serve as the legal bid document. The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must sign the official signature pages. All pages in the complete bid document must be initialled by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled.

6.2.2. Set 2: PDF of Hard Copy, signed legal documents. (i.e. scanned document of Set 1 into PDF)

Bidders **must** submit a scanned PDF version of the entire signed hardcopy bid, including all certificates and documents requested.

6.2.3. Set 3: Electronic version of bid documents

Bidders must submit the electronic versions of all completed SBD and PBD documents (in the PDF format provided) and completed Bid Response Document (in Excel format) on a CD.

6.2.4. All three sets of information must be submitted in order for the bid to be evaluated.

6.2.5. Ensure that the bid price is offered for the product in units as specified.

6.3. PRODUCT SPECIFIC DOCUMENTS FOR SUBMISSION

6.3.1. Bidders must submit the documents as denoted in the specifications.

6.3.2. Bidders must provide the list of samples submitted for physical evaluation.

6.4. COMPLETION OF DOCUMENTS

6.4.1. Complete all fields in all documents required for submission, including the bid response document for each product offered.

6.4.2. Ensure that the bid price is offered for the product and in the unit as specified.

7. VALUE ADDED TAX

All bid prices must include Value-Added Tax (VAT). If a VAT exclusive price is submitted the bid will be deemed non-responsive.

8. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Service must be submitted together with bid documents. Only the original Tax Clearance Certificate will be accepted. Contracted Suppliers are obliged to provide the Department with a valid Tax Clearance Certificate within 10 working days of the expiry of the previously submitted certificate throughout the tender period.

9. AUTHORISATION DECLARATION AND DOCUMENTATION OF UNDERTAKING

9.1. DECLARATION OF AUTHORISATION

9.1.1. In the event of the bidder being an importer, holder of marketing rights, or making use of a contract manufacturer, the bidder must ensure that all legal, financial and supply arrangements have been mutually agreed upon between the bidder and the importer/contract manufacturer.

9.1.2. No agreement between the bidder and a third party will be binding on the Department of Health.

9.1.3. Where third-parties are involved the bidder must submit a duly completed and signed Authorisation Declaration (PBD1). Failure to submit the full declaration will invalidate the bid for such goods offered.

9.1.4. The Department reserves the right to verify any information supplied by the bidder in the Authorisation Declaration at any time. Should the information be found to be false or incorrect, the Department of Health will exercise any of the remedies available to it in order to disqualify the bid, or cancel the contract, if already awarded.

9.1.5. Accountability with regard to meeting the conditions of any contract emanating from this bidding process rests with the successful bidder and not any third party.

9.2. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

9.2.1. Compliance to the requirements of the Patents Act, 1978 (Act 57 of 1978) and the Trade Marks Act, 1993 (Act 194 of 1993) as amended, is the responsibility of the bidder.

9.2.2. Bidders must comply with legal requirements.

10. BIDDING PROCESS ADMINISTRATION

10.1 The Affordable Medicines Directorate within the National Department of Health is responsible for managing the bidding process and will communicate with bidders to request extension of the validity period of the bid, should it be necessary.

10.2 All communication between the bidder and the Department of Health must be in writing and addressed to the Director: Affordable Medicines.

10.3 Any unsolicited communication between the closing date and the award of the contract between the bidder and any government official or a person acting in an advisory capacity for the Department of Health in respect to any bids, is discouraged.

11. COUNTER CONDITIONS

Any amendments to any of the bid conditions, changes to bid specifications or setting of any other counter conditions by bidders may result in the invalidation of such bids.

12. PROHIBITION OF RESTRICTIVE PRACTICES

12.1 In terms of section 4(1) of the Competition Act, Act 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in:

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

12.2 Section 4(2) of Act 89 of 1998 states that an agreement to engage in a restrictive horizontal practice referred to in subsection (1)(b) of the Act is presumed to exist between two or more firms if:

- any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; or
- any combination of those firms engages in that restrictive horizontal practice.

12.3 If bidder(s) or contracted supplier(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act 89 of 1998.

12.4 If bidder(s) or contracted supplier(s) has/have been found guilty by the Competition Commission of any of the restrictive practices referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contracted supplier(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 contracted supplier(s) concerned.

13. FRONTING

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

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

addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. PRODUCT COMPLIANCE

Prior to award products will be evaluated for:

- Compliance with specifications as set out in the Bid Response Document.
- Availability of samples.
- Usability of products by end users.

14.1. SUBMISSION OF SAMPLES FOR PHYSICAL EVALUATION

14.1.1. All samples submitted will be subjected to physical evaluation by independent users to determine compliance to specification and usability.

14.1.2. No samples must be sent to the Directorate: Affordable Medicines.

14.1.3. Samples must be submitted to both the addresses indicated below, by Friday 28 August 2015 at 15:00

The Depot Manager
Dr Arthur Letele Medical Logistics Centre
16 Fabricia Street
Fabricia
Kimberley
8301
Attention: Ms Elmarie Delport
Tel: 053-830 2700

14.1.4. No samples will be accepted after the date and time indicated in 14.1.3.

14.1.5. It is the responsibility of the bidder to ensure that samples have been received at the addresses provided.

14.1.6. Bids where samples are not submitted to both facilities listed in section 14.1.3 will not be considered for award.

14.1.7. All samples for awarded items will be retained for the period of the contract.

14.1.8. All samples must be a true representation of the product which will be supplied.

14.1.9. Representative samples are not acceptable. Where different sizes of the same product are called for against different item numbers, samples of each size must be submitted.

14.1.10. Individual samples must be marked with the bid number, the item number as well as the bidder's name and address. Care should be taken that this label does not obscure the products label and prevent the identification of items.

14.1.11. Outer packaging must be marked with the bidder's name and address as well as the bid number. Labelling should clearly indicate that the contents are samples for a specific bid and packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.

14.1.12. Bidders must submit to the site referred to in 14.1.3 the number of samples for each item offered for physical evaluation as indicated in the item list.

14.1.13. When submitting samples bidders must include an **item list** of samples submitted, listing the item number(s), description of product(s), proprietary name and the quantities provided of each item included. Bidders must also state the nature of shelf and shipper packaging in which items will be provided, e.g. shrink-wrapped in 10s, boxed in 100s.

14.1.14. The representative responsible for the samples must sign the list. A copy of this item list must be included in the bid document and submitted with the samples.

15. PRODUCT AWARD

15.1. AWARD CONDITIONS

15.1.1. The Department of Health reserves the right not to award a line item.

15.1.2. The Department of Health reserves the right to negotiate prices.

15.1.3. In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

15.2. SPLIT AND MULTIPLE AWARDS

15.2.1. The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.

15.2.2. The following will be taken into consideration when contemplating a split award:

- Capacity to meet volume demand as per Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Previous performance of the bidder.
- Source of the products

15.2.3. Two-way split awards will be made in accordance with the following schedule based on the points scored:

Category	Difference between points scored	Recommended percentage split
A	Equal points	50/50
B	< 5 points	60/40
C	> 5-10 points	70/30
D	> 10-20 points	80/20
E	> 20 points	90/10

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

16. PRICE QUALIFICATION

16.1. Prices submitted for this bid will be regarded as firm and subject only to review in terms of paragraph 17.2.

16.2. Bidders must quote a final delivered price inclusive of Value Added Tax (VAT).

16.3. Price must be specific for the units advertised per item specification.

17. PRICE REVIEW

The Department of Health envisages two types of price review processes for the duration of this contract:

- An adjustment to mitigate foreign exchange fluctuations in excess of those catered for by usual business practices;
- A systematic review of prices for comparable products available in the international marketplace.

17.1. INSTRUCTIONS FOR PRICE BREAKDOWN

17.1.1. The price breakdown must be completed on the signed bid response document. The delivered price must be divided across four components:

1. Cost of raw material;
2. Manufacturing;
3. Logistics;
4. Gross profit margin (remaining portion).

17.1.2. The sum of these categories must be equal to 100% of the delivered price for the line item.

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

See extract from bid response document below:

	Price components	***Response fields***
	Foreign Currency	*Foreign currency associated with import*
Price Breakdown by components relating to Foreign Exchange Price Adjustments (Paragraph 17.2 SCC): The 4 components should add up to 100% of the delivered price. If complete product is imported, ignore raw material and only list under formulation component. If packaging is included under formulation list only under formulation.	1) Raw material	*Component 1*
	Local %	*Portion of Component 1 attributable to local*
	Imported %	*Portion of Component 1 attributable to import*
	2) Manufacturing	*Component 2*
	Local %	*Portion of Component 2 attributable to local*
	Imported %	*Portion of Component 2 attributable to import*
	3) Logistics %	*Component 3*
	4) Gross Profit Margin %	*Component 4*

17.1.4. VAT must be apportioned equally across all components and not regarded as a separate component.

17.1.5. Labour must be apportioned appropriately across the relevant components.

17.1.6. Breakdown must be in percentage format to the closest whole percentage (e.g. 20%). No decimals will be considered.

17.1.7. The Department of Health reserves the right to engage with bidders to verify the imported component of the bid price, which may include audit of invoices and related documentation.

17.2. PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RISK

17.2.1. Only the portion of the bid price facing foreign exchange risk will be adjusted. This portion is determined by the price breakdown on the signed bid submission

17.2.2. Adjustments are always calculated using the original awarded contracted price as the base.

17.2.3. Price adjustments relating to foreign exchange will be based on the percentage change between a base average rate of exchange (RoE) and an adjustment average RoE. Rates are sourced from the Reserve Bank (www.resbank.co.za).

17.2.4. Base average RoE for this tender will be as follows, per currency:

Currency	Base Average Rates of Exchange Average for the period 1 January 2015 to 30 June 2015
US Dollar	R 11.9184
Br Pound	R 18.1588
Euro	R 13.3024

17.2.5. Should the bidder make use of any currency not mentioned above, the bidder must stipulate this clearly and submit the calculated average RoE for the period 01 January 2015 to 30 June 2015 using the South African Reserve Bank published rates for the specific currency.

17.2.6. Schedule for price reviews, and periods for calculating adjustment average RoE, are detailed in the table below:

Review	Period for calculating adjustment RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	1 November 2015 to 30 April 2016	1 May 2016	1 June 2016
2	1 May 2016 to 31 October 2016	1 November 2016	1 December 2016
3	1 November 2016 to 30 April 2017	1 May 2017	1 June 2017
4	1 May 2017 to 31 October 2017	1 November 2017	1 December 2017
5	1 November 2017 to 30 April 2018	1 May 2018	1 June 2018

17.2.7. Signed applications for price adjustments must be received by the National Department of Health prior to the submission dates detailed in the table above. Successful bidders will receive the price adjustment request template when signing their contracts.

17.2.8. Where no application for an adjustment relating to foreign exchange has been received and such an adjustment would be favourable to the Department, this will be implemented automatically.

17.3. PRICE ADJUSTMENTS BASED ON A SYSTEMATIC REVIEW OF THE MARKETPLACE

17.3.1. The National Department of Health reserves the right to review international prices to identify lowest comparable global prices

17.3.2. Where the review identifies any prices that are lower than contract prices the Department of Health may enter into price negotiations with the contracted supplier.

17.3.3. Where the outcome of this negotiation is deemed unfavourable, the Department of Health reserves the right to terminate the award for the item in question.

18. MANUFACTURING INFORMATION

Bidders must disclose the manufacturing site(s).

19. ORDERS, DELIVERY AND CONTINUITY OF SUPPLY

19.1. ORDERS

19.1.1. The quantities reflected in the advertised bid response document are estimated volumes and are not guaranteed.

19.1.2. Fluctuations in monthly demand may occur.

19.1.3. Proposed minimum order quantities should facilitate delivery directly to facilities. The Department reserves the right to negotiate minimum order quantities where they are deemed unfavourable. Where consensus regarding minimum order quantities cannot be reached the bid may not be awarded.

19.1.4. Only orders made on an official, authorised purchase order are valid.

19.1.5. Changes to any quantities ordered may only be made upon receipt of an amended purchase order.

19.1.6. The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead time specified in the contract (as per section 19.2 of the Special Requirements and Conditions of Contract).

19.1.7. In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

19.2. DELIVERIES

19.2.1. The initial lead time as proposed in the bid response document will be calculated from date of award of the contract and NOT the date of placement of the first order. This period may not exceed 60 calendar days from the date of award.

19.2.2. Lead-time within the contract period is defined as the time from submission of order to supplier to time of receipt by the department as confirmed by the Proof of Delivery document. This lead-time may not exceed 21 calendar days.

19.2.3. Failure to comply with the contractual lead-time will result in penalties being enforced as per section 21 and 22 of the General Conditions of Contract.

19.2.4. Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.

19.2.5. The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the National Department of Health. These requirements will be communicated upon signing of the contract.

19.2.6. Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents should be delivered to the authority responsible for payment.

19.2.7. The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage. Delivery is deemed to terminate upon signature of receipt by the delegated official as contemplated in paragraph 19.2.6.

19.2.8. Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within five working days of receipt of delivery.

19.2.9. Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect condition, within five working days of receipt of a discrepancy report from facility.

19.2.10. The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery. Deliveries must be made within reasonable working hours, before 15:00 on week days. Delivery staff must ensure all cartons are stacked neatly, with all labels right side up, in the respective storage areas. It will be the supplier’s responsibility to ensure that adequate labour for offloading stock is provided. Delivery site staff is not obliged to assist with the materials offloading.

19.3. CONTINUITY OF SUPPLY

19.3.1. Contracted suppliers must:

- maintain sufficient stock to meet demand throughout the duration of the contract;
- inform the National Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
    1. industrial action,
    2. manufacturing pipeline
    3. any other supply challenges.
- official communication relating to continuity of supply must be directed to stockalert@health.gov.za as well as Participating Authorities;
- this official communication must include detail of corrective actions taken by contracted supplier to ensure continuity of supply.

19.3.2. In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the Department of Health reserves the right to purchase outside of the contract in order to meet its requirements if :

- the contracted supplier fails to perform in terms of the contract;
- the item(s) are urgently required and not immediately available;
- in the case of an emergency.

20. PACKAGING AND LABELLING

20.1. PACKAGING

20.1.1. All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.

20.1.2. Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.

20.1.3. Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.

20.1.4. The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.

20.1.5. The number of units in the shelf pack (smallest package/wrap) and shipper pack must be completed in the Bid Response Document.

20.1.6. Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.

20.1.7. Where the contents of the shipper pack represents a standard supply quantity of an item, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.

20.1.8. Where the contents of a shipper pack represents a non-standard supply quantity, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
- The outer packaging must be clearly marked as a "Part Box".

20.1.9. Suppliers must ensure that products delivered are received in good order at the point of delivery.

20.2. LABELLING

20.2.1. All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.

The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes:

- Proprietary name (if applicable) / Item description
- Number of units in pack (e.g. for bulk packs 20 administration sets)
- Batch number
- Expiry date
- Storage conditions
- Barcode

20.2.2. Where the contents of the shipper pack requires special attention in terms of storage or handling, e.g. thermos-labile, fragile, etc., such instructions must be clearly and visibly indicated on the outer packaging on a brightly coloured background.

20.3. BARCODES

20.3.1. It is mandatory that all products supplied must include a barcode (number plus symbology). All shipper, shelf and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.

20.3.2. Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the following information:

- Brand or proprietary name
- Batch number
- Expiry date

21. QUALITY

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

22. POST AWARD

22.1. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES

22.1.1. All contracted suppliers must register on the supplier databases of Participating Authorities within 30 days after award of contract.

Failure to meet this requirement will result in inability to process payment for goods.

22.2. MONITORING

22.2.1. The management of the contract is the responsibility of the National Department of Health. All correspondence in this regard must be directed to the Director: Affordable Medicines.

22.2.2. Contracted suppliers must advise the National Department of Health at first knowledge of any unforeseeable circumstances that may adversely affect supply against the contract. Full particulars of such circumstances must be provided by the supplier as contemplated in section 19.3.

22.2.3. The National Department of Health, in collaboration with the other Participating Authorities, will monitor the performance of contracted suppliers and maintain a scorecard for compliance to the terms of this contract as follows:

- Compliance to delivery lead times;
- Percentage of orders supplied in full first time;
- Compliance with reporting requirements according to reporting schedule.
- Attendance of compulsory quarterly meetings: The National Department of Health will hold quarterly meetings with suppliers to review the next quarter's demand, as well as supplier performance.

22.2.4. The National Department of Health will request Participating Authorities to impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.

22.2.5. Non-performance of contracted suppliers in terms of this contract may influence participation in future Department of Health contracts.

22.2.6. Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to:

Directorate: Affordable Medicines

Ms K Jamaloodien	
Jamalk@health.gov.za	stockalert@health.gov.za
Tel no: 012 395 8530	

22.3. REPORTING

22.3.1. National Department of Health will provide successful bidders with the compulsory templates and schedule for reporting.

22.4. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

22.4.1. Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Health in writing 30 days prior to such event of relevant details.

22.4.2. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

22.4.3. A contracted supplier must inform the National Department of Health within 14 days of any changes of address, name, contact or banking details.

22.5. THIRD PARTIES

22.5.1. Participating authorities will not make a payment to or consult with a third party.

22.5.2. No third party is entitled to put an account of a Participating Authority on hold.

23. CONTACT DETAILS

Postal address
Director: Affordable Medicines,
Private Bag X828,
Pretoria, 0001

Physical address
Director: Affordable Medicines,
Civitas Building,
242 Struben Street,
Cnr Thabo Sehume Street,
Pretoria, 0001

Please use the following e-mail address and contact persons for any queries relating to bidding process:

Ms P Moloko	Ms M Rasengane
Tel: (012) 395 8439	Tel: (012) 395 9452
E-mail: molokp@health.gov.za	E-mail: rasenm@health.gov.za
Fax number: (012) 395 8823	
Email: medtenders@health.gov.za	

24. ABBREVIATIONS

The abbreviations used in this document signify the following:

B-BBEE	Broad-Based Black Economic Empowerment
NDoH	National Department of Health
RoE	Rate of Exchange
SANS	South African National Standards
VAT	Value Added Tax