



**APPOINTMENT OF A SERVICE PROVIDER TO LEAD AND
SUPPORT A NATIONAL SOUTH AFRICAN TB STIGMA
ASSESSMENT.**

BID NO.: IHPS-005-2024

NAME OF THE BIDDER: _____

**DATE OF ISSUE: 14 JULY 2024
BRIEFING SESSION: 23 JULY @10H00
CLOSING DATE: 05 AUGUST 2024
TIME: 12H00PM**

**INVITATION OF THE BID
ANNEXURE A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INSTITUTE OF HEALTH PROGRAMS AND SYSTEMS					
BID NUMBER:	IHPS-005-2024	CLOSING DATE:	05 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO LEAD AND SUPPORT A NATIONAL SOUTH AFRICAN TB STIGMA ASSESSMENT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT					
BID RESPONSE DOCUMENTS MUST BE HAND DELIVERED TO: 113 BOWLING AVENUE, THE BRAIDES OFFICE PARK, BUILDING A2, GALLO MANOR, SANDTON.					
SUPPLIER INFORMATION¹					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, THE BIDDER IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO LEAD AND SUPPORT A NATIONAL SOUTH AFRICAN TB STIGMA ASSESSMENT.

1. PURPOSE

The Institute of Health Programs and Systems (IHPS) is a South African non-profit company (NPC) born out of the ICAP at Columbia University PEPFAR/ CDC Track 1 transition in 2010 with a mission to strengthen health and development systems through program implementation and partnerships and a vision to achieve optimal and sustainable health and development outcomes. IHPS is one of the five sub-recipients (SRs) of the National Department of Health (NDoH) appointed to implement Global Fund TB/HIV programmes from the 01 April 2022 to 31 March 2025.

IHPS on behalf of NDoH requests proposals from suitable and experienced TB-focused Service Providers to lead and support a national South Africa TB stigma assessment. The Service Provider should have the capacity to assign a TB Stigma Expert, fully committed to coordinating this important assessment.

BACKGROUND

TB remains a significant global health threat in South Africa and around the world and continues to hinder effective prevention and treatment efforts. Understanding the extent and the different types of TB-related stigma is key to ensuring that quality TB services are available, accessible, and acceptable to all, with special considerations given to the needs of key, vulnerable and underserved populations.

Stigma is frequently described as a process of devaluation, whereby stigmatized people are discredited, seen as a disgrace, perceived to have less value or worth, or even seen as a danger. Stigmatized people are therefore often avoided by other members of society. Stigma is also a significant social determinant of health because of its ubiquity, its disruption of several life necessities (e.g., resources, social relationships, and coping behaviours), and its destructive impact on the health of populations.

As such, stigma is a fundamental cause of health inequality. When it comes to understanding stigma in relation to a social disease such as TB, the dimensions of stigma are not exhaustive or mutually exclusive. Rather, they are inextricably linked to many aspects of peoples' lives. Those who are considered key populations in TB often face double or multiple reinforcing stigmas associated with TB. These include gender, sexual orientation, identity (e.g., people who use drugs), citizenship/ legal status (e.g., undocumented migrants, people with refugee status), financial status (e.g., the urban poor), profession (e.g., miners, health care workers), and the presence of other illnesses (e.g., HIV, silicosis).

Why assess and address TB-related stigma?

Research highlights that stigma and its manifestations (e.g., discrimination) limit access to TB services and have an impact on the quality of life for people with TB. As such, it is essential for countries to understand the levels and dimensions of TB stigma to address the health disparities experienced by people with TB, inform interventions to end TB stigma.

Qualitative assessments conducted by several countries from 2017–2019, with support from the Stop TB Partnership, built an understanding of the human rights barriers in the context of TB and revealed that TB stigma has a cross-cutting influence on health-seeking behaviour and peoples' ability to access TB services. In response, a comprehensive TB Stigma Assessment tool was collaboratively developed and tested by the Stop TB Partnership to support countries to carry out the necessary assessment at the different levels where stigma occurs.

The assessment aims to support countries to assess the extent to which, and how TB stigma acts as a barrier to both accessing and providing services, and to support the development of recommendations to address TB stigma so that quality TB services are available, accessible, and acceptable to all.

2. DELIVERABLES

Objective:

The primary objective of carrying out the assessment is to help countries to develop new insights into the ways in which TB vulnerability, treatment availability, accessibility and acceptability, and the quality of TB care are shaped by stigma and inform the design of stigma reduction interventions to transform TB responses at country level.

Scope of Work:

1. To assess to the extent to which and how TB stigma acts as a barrier to both accessing and providing TB services in South Africa.
2. To support the development of recommendations to address TB stigma so that quality TB services are available, accessible, and acceptable to all, with special considerations given to the needs of key, vulnerable and underserved populations.
3. To ensure the process of the TB Stigma Assessment contributes to building a strong voice of people living with and affected by TB.

In relation to the various groups affected by TB stigma, including the levels and dimensions of stigma, the following are specific objectives:

1. To understand the level and dimensions of anticipated stigma, self-stigma, enacted stigma (stigma directly experienced) and observed stigma among people diagnosed with TB.
2. To understand the level and dimensions of secondary TB stigma, stigma directly experienced, and stigma observed by family members / primary carers of people diagnosed with TB.
3. To understand the level of perceived TB stigma against people diagnosed with TB in communities and stigma observed by the community.
4. To understand the level and dimensions of perceived TB stigma against people diagnosed with TB in health care settings and stigma against health care workers.
5. To understand the extent to which structural stigma (any existing laws/policies, the enforcement of those laws/policies and the corresponding media coverage) could harm or protect people diagnosed with TB.
6. To support the development of recommendations to address TB stigma in order to reduce peoples' vulnerability to TB infection, increase peoples' access to TB services and improve treatment outcomes.

Details of the TB Stigma Assessment

Full details of what the Assessment Tool is and how it is likely to be implemented are available here:

- <https://www.stoptb.org/file/9473/download> - Assessment handbook
- <https://www.stoptb.org/file/9474/download> - Data collection tools
- <https://www.stoptb.org/file/9476/download> - Data entry and analysis workbook

3. EVALUATION AND SELECTION CRITERIA

A four-stage evaluation process will be employed. In stage 1 (Compliance), all bids received will be checked for compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to stage 2 (Technical Evaluation).

Bidders who obtain 60 points and above out of 80 points in stage 2 will proceed to stage 3 (Presentation), which will be out of a total of 20 points. Points scored in stage 2 and 3 will be combined to give a total score out of 100 points. Bidders who obtain a combined score of 75 points and above out of 100 points will proceed to stage 4. Stage 4 will be financial evaluation (price and specific goals).

Stage 1: Compliance

Bidders must comply with the set of compliance requirements listed below and **MUST** submit evidence to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the proposal.

3.1 STAGE 1 EVALUATION

- Central Supplier Database Registration Report (not older than 3 months).
- Company profile which includes the company organogram/structure.
- Signed GF Code of Conduct for Suppliers (Sign on first page and initial other pages).
- SBD3.1, SBD4, SBD6.1, SBD8, SBD9 (Completed and signed)
- South African entity registration documents, i.e., CIPC, NGO, NPO, NPC, etc.
- Valid B-BBEE certificate or affidavit.
- Valid SARS Tax Compliance Status Pin.
- VAT Registration Certificate.

3.2 STAGE 2: FUNCTIONALITY

Table:1 Technical Assessment

CRITERIA	POINTS	SUB-CRITERIA	ALLOCATED POINTS	POINTS ALLOCATION
1. STIGMA EXPERTISE	20	Assignment of dedicated Stigma Expert.	7	<ul style="list-style-type: none"> Masters with 5 to 8 years relevant experience and above = 7 points Masters with 3 to 5 years relevant experience = 5 points Masters with less than 3 years relevant experience = 3 points. No masters = 1 point
		Proficiency in research, coordination, administration, and networking.	7	<ul style="list-style-type: none"> 4 and above relevant reference letters not older than 5 years = 7 points 3 relevant reference letters not older than 5 years = 5 points 2 relevant reference letters not older than 5 years = 3 points 1 relevant reference letter not older than 5 years = 1 point
		Alignment with terms of reference and required competencies.	6	<ul style="list-style-type: none"> Fully aligns with terms of reference and required competencies = 6 points Moderate alignment with the terms of reference with some room for improvement = 4 points Some alignment with the terms of reference but significant gaps exist = 2 points The approach and proposed activities do not align with the terms of reference = 0 points

- Assignment of dedicated Stigma Expert: Bidders should demonstrate their ability to assign a dedicated Stigma Expert who possesses relevant experience and qualifications in researching, coordinating, administrating, and networking specifically within the field of stigma reduction related to TB. This expert should be dedicated full-time to the project.
- Proficiency in research, coordination, administration, and networking: Bidders need to provide evidence of the Stigma Expert's proficiency in these areas, including examples of past projects or initiatives where these skills were successfully applied.
- Alignment with terms of reference and required competencies: Bidders must ensure that the assigned Stigma Expert aligns with the terms of reference provided and possesses the required competencies outlined in Annex 1.

CRITERIA	POINTS	SUB-CRITERIA	ALLOCATED POINTS	POINTS ALLOCATION
2. PUBLIC HEALTH PROFICIENCY AND COLLABORATIVE LEADERSHIP	20	Expertise in TB prevention, treatment, and stigma reduction.	5	<ul style="list-style-type: none"> • 5 years and above = 5 points • 3 to 4 years = 4 points • 1 to 2 years = 2 points • Less than 1 year = 1 point
		Understanding of public health challenges related to TB stigma in South Africa.	5	<ul style="list-style-type: none"> • Excellent = 5 points • Very Good = 4 points • Good = 3 points • Average = 2 points • Poor = 1 point
		Clear strategy for addressing TB stigma.	5	<ul style="list-style-type: none"> • Excellent = 5 points • Very Good = 4 points • Good = 3 points • Average = 2 points • Poor = 1 point
		Capacity to lead collaborative efforts.	3	<ul style="list-style-type: none"> • Excellent = 3 points • Good = 2 points • Average = 1 points • Poor = 0 point
		Engagement with diverse stakeholders.	2	<ul style="list-style-type: none"> • Excellent = 2 points • Good = 1 points • Poor = 0 point

- Expertise in TB prevention, treatment, and stigma reduction: Bidders should demonstrate a proven track record in implementing public health initiatives related to TB, particularly in areas of prevention, treatment, and stigma reduction.
- Understanding of public health challenges related to TB stigma in South Africa: Bidders need to show a comprehensive understanding of the specific public health challenges related to TB stigma in the South African context.
- Clear strategy for addressing TB stigma: Bidders should provide a clear and feasible strategy for addressing TB stigma, demonstrating how they plan to effectively reduce stigma in line with the project objectives.
- Capacity to lead collaborative efforts: Bidders should demonstrate their ability to lead collaborative efforts by providing examples of past projects where they successfully brought together diverse stakeholders to achieve common goals.
- Engagement with diverse stakeholders: Bidders need to show how they plan to engage various stakeholders, including governmental bodies, healthcare providers, and affected communities, throughout the assessment process.

CRITERIA	POINTS	SUB-CRITERIA	ALLOCATED POINTS	POINTS ALLOCATION
3. SOCIAL RESEARCH EXPERIENCE	20	Track record of conducting social research.	7	<ul style="list-style-type: none"> • 5 years and above = 7 points • 3 to 4 years = 5 points • 1 to 2 years = 3 points • Less than 1 year = 1 point • No track record = 0 points
		Emphasis on qualitative and quantitative methodologies.	7	<ul style="list-style-type: none"> • 5 years and above = 7 points • 3 to 4 years = 5 points • 1 to 2 years = 3 points • Less than 1 year = 1 point
		Application of research methodologies to understand TB stigma.	6	<ul style="list-style-type: none"> • Excellent = 6 points • Very Good = 5 points • Good = 4 points • Average = 2 points • Poor = 1 point • No research methodology = 0 points

- Track record of conducting social research: Bidders should demonstrate a history of conducting social research projects, providing examples of previous studies or assessments they have conducted.
- Emphasis on qualitative and quantitative methodologies: Bidders should have experience in both qualitative and quantitative research methodologies and demonstrate an understanding of when and how to apply each method effectively.
- Application of research methodologies to understand TB stigma: Bidders need to show how they plan to apply their research methodologies specifically to understand the various dimensions and levels of TB stigma outlined in the scope of work.

4. COMMUNITY-CENTRED APPROACH & RESOURCE MANAGEMENT	10	Commitment to community engagement and capacity building.	4	<ul style="list-style-type: none"> • Excellent = 4 points • Very Good = 3 points • Good = 2 points • Average = 1 point • Poor or no plans = 0 points
		Capacity building for people living with and affected by TB.	3	<ul style="list-style-type: none"> • Excellent = 3 points • Very Good = 2 points • Good = 1 point • Poor or no plans = 0 points
		Efficient management of resources.	2	<ul style="list-style-type: none"> • Excellent = 2 points • Good = 1 point • Poor = 0 points
		Securing funding.	1	<ul style="list-style-type: none"> • Evidence provided = 1 point • No evidence provided = 0 points

- Commitment to community engagement: Bidders should demonstrate a strong commitment to meaningful community engagement, showing how they plan to involve individuals affected by TB throughout the assessment process.
- Capacity building for people living with and affected by TB: Bidders should outline plans for building the capacity of people living with and affected by TB, empowering them to actively participate in the assessment and subsequent stigma reduction efforts.
- Efficient management of resources: Bidders need to demonstrate their ability to manage resources efficiently, including time, finances, and personnel, to ensure the successful implementation of the assessment.
- Securing funding: Bidders should provide evidence of their ability to secure funding for the project, either through existing resources or by leveraging partnerships and grants.

CRITERIA	POINTS	SUB-CRITERIA	ALLOCATED POINTS	POINTS ALLOCATION
5. NATIONAL SCOPE	10	Ability to work nationally.	5	<ul style="list-style-type: none"> • Excellent = 5 points • Very Good = 4 points • Good = 3 points • Average = 2 points • Poor = 1 point
		Comprehensive coverage across diverse regions and demographics.	5	<ul style="list-style-type: none"> • Excellent = 5 points • Very Good = 4 points • Good = 3 points • Average = 2 points • Poor = 1 point
<ul style="list-style-type: none"> • Ability to work nationally: Bidders should demonstrate their ability to work across diverse regions and demographics within South Africa, ensuring comprehensive coverage and representation. • Comprehensive coverage across diverse regions and demographics: Bidders need to outline strategies for reaching and engaging communities in different regions to ensure that no community is left behind in the assessment and subsequent stigma reduction efforts. 				

NOTE: BIDDERS MUST OBTAIN A MINIMUM SCORE OF 75 POINTS OUT OF 100 POINTS ON STAGE 2 AND STAGE 3 (TECHNICAL EVALUATION AND PRESENTATION) TO BE CONSIDERED FOR EVALUATION IN STAGE 4 (PRICE AND SPECIFIC GOALS). POINTS SCORED IN STAGE 2 AND STAGE 3 WILL NOT BE CONSIDERED IN STAGE 4.

THE BIDDER IS RESPONSIBLE FOR CLEARLY INDICATING THE DOCUMENTS USED TO ADDRESS EACH CRITERION IN STAGE 2.

3.3 STAGE 3: PREFERENCE POINTS SYSTEM 80/20

- The final award of this bid will be based on the Preference Points System where 80 is for Price and 20 for the Specific Goals.
- SBD 6.1 must be submitted to claim points for the Specific Goals. Additional information may be requested to verify points claimed for the Specific Goals.
- Price must be in South African currency and must be inclusive of VAT.
- Service Providers are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknown costs will be accepted).
- Price will be evaluated based on 80 points and applicable formula of calculating points.

SBD 6.1 must be used to claim points for the specific goals IN PAGE 34 and attach proof to claim points where it is necessary. **Proof of documents are required as follows, Proof of company Registration documents which indicates share interests of members, Certified copies of South African Identity documents, Medical Certificate to claim points for disability.**

Table 2: Stage 3 Preference Points System (Price & Specific Goals)

SPECIFIC GOAL CATEGORY	ALLOCATION OF POINTS 20
Black Ownership: <i>Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i> <ul style="list-style-type: none"> ▪ 51% or more Black ownership ▪ 10%-50% Black ownership ▪ Less than 10 Black ownership 	 8 4 0
Woman Ownership <ul style="list-style-type: none"> ▪ 51% or more Woman ownership ▪ 10% - 50% Woman ownership ▪ Less than 10% Women ownership 	 3 1.5 0
Youth ownership <ul style="list-style-type: none"> ▪ 51% or more Youth ownership ▪ 10% -50% Youth ownership ▪ Less than 10% Youth ownership 	 3 1.5 0
Disability <ul style="list-style-type: none"> ▪ 51% or more Disability ownership ▪ 10% - 50% Disability ownership ▪ Less than 10% Disability ownership 	 3 2 0
Locality Enterprise located in South Africa.	2
SMME/EME SMME constitute a turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per annum.	0
Total	20

4.3 Stage 3: Preference Points System 80/20

- The final award of this bid will be based on the Preference Points System where 80 is for Price and 20 for the Specific Goals.
- SBD 6.1 must be submitted to claim points for the Specific Goals. Additional information may be requested in order to verify points claimed for the Specific Goals.
- Price must be in South African currency and must be inclusive of VAT.
- Service Providers are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknown costs will be accepted).
- Price will be evaluated based on 80 points and applicable formula of calculating points.

4. ANNEX 1: SOUTH AFRICAN-BASED TB STIGMA EXPERT (100% LOE, 7 MONTHS)

RESPONSIBILITIES:

- Conduct the stigma desk review that will inform the development of the TB Stigma Assessment Protocol.
- Map all the stigma stakeholders who should engage in the process.
- Develop draft 1 of the TB Stigma Assessment Protocol.
- Draft the agenda for the Core Group meeting.
- Co-facilitate the Core Group meeting.
- Develop draft 2 of the TB Stigma Assessment Protocol based on feedback from the Core Group.
- Present draft 2 at the multi-stakeholder orientation meeting.
- Develop draft 3 of the TB Stigma Assessment Protocol based on feedback from the orientation meeting.
- Develop Terms of Reference for the TB Stigma research assistants/data collectors.
- Develop training materials for the TB Stigma research assistants/data collectors.
- Train the TB Stigma research assistants/data collectors.
- Oversee the data collection process.
- Facilitate a focus group discussion (FGD) to score the extent to which any existing laws/policies, the enforcement of those laws/policies and the corresponding media coverage could harm or protect people with or who have had TB.
- Draft law/policy recommendations based on the FGD.
- Draft report (draft 1) with preliminary findings and recommendations for the Core Group to review.
- Incorporate Core Group inputs to produce draft of the report.
- Share draft 2 of the report with the National TB Program (NTP) for review.
- Incorporate NTP inputs to produce draft 3 of the report.
- Support the planning of the validation meeting.
- Facilitate discussions at the validation meeting.
- Incorporate feedback from the validation meeting to produce the final report.
- Work with the costing consultant to develop the first draft of the TB Stigma Action Plan.
- Facilitate discussions on the Action Plan at the multi-stakeholder meeting.
- Incorporate feedback from the multi-stakeholder meeting to produce draft 2 of the TB Stigma Action Plan.
- Share draft 2 of the TB Stigma Action Plan with the Core Group.
- Incorporate feedback from the Core Group to produce draft 3 of the TB Stigma Action Plan.
- Share draft 3 of the TB Stigma Action Plan with the Ministry of Health.
- Incorporate Ministry of Health feedback and finalize the TB Stigma Action Plan.

REQUIREMENTS AND COMPETENCIES

- Advanced university degree in health/ social science and/ or policy research disciplines.
- Demonstrated expertise in stigma measurement methodologies, as well as their implementation, and analysis.
- Demonstrated in-depth knowledge of TB and TB programmatic responses.
- Demonstrated experience of stigma in the context of TB.
- Familiarity with the country's ethics review process and the documentation needed.
- Demonstrated experience in analysis and report writing, as well as policy advocacy.
- Strong qualitative and quantitative analytical skills.
- Ability to research, analyse and present complex information.
- Excellent planning, coordination, facilitation, community engagement and writing skills.

5. SUBMISSION GUIDELINES

Service Providers with a designated Stigma Expert are encouraged to submit detailed proposals addressing the selection criteria. In no more than four pages, proposals should encompass:

- Rationale as to why the Service Provider is the best organisation to coordinate the national TB Stigma Assessment. This rationale should encompass the criteria outlined above giving specific examples, where possible.
- Stigma Expert's profile, highlighting skills in research, coordination, administration, and networking.
- Budget breakdown for Stigma Expert and contribution to Service Provider overheads to host this project.

Submission Deadline: 05 AUGUST 2024 @12:00pm

Proposals must be submitted in one hardcopy and one electronic copy (USB) to the following physical address:

113 Bowling Avenue, The Braides Office Park, Building A2, Gallo Manor, Sandton, 2052.

6. FINANCIAL OFFER

The financial offer must be in South African Rands and should only include the costs for the Bidder to lead and support the process as well as the costs of a full-time TB Stigma Expert. Bidders must ensure that the financial offer is incorporated in SBD3.1. All other costs related to the implementation of the TB Stigma Assessment will be covered separately by the project (i.e., meetings, travel, training, data collection, research).

7. SUPPLY CHAIN MANAGEMENT & OTHER TERMS AND CONDITIONS.

- 1) Institute of Health Programs and Systems reserves the right not to make any appointment from the submitted quotation.
- 2) IHPS does not bind itself to accept the proposal with the lowest price.
- 3) Institute of Health Programs and Systems reserves the right to cancel this RFP and pursue an alternative course of action at any time without incurring any liability towards any prospective Service Provider.
- 4) Submission of proposals does not give rise to any contractual obligations on the part of IHPS.
- 5) The Service Provider shall enter into a Service Level Agreement with the entity.
- 6) Service Providers must be registered with the National Treasury Central Supplier Database (CSD). Service Providers are requested to provide the IHPS with their tax status pin from SARS.
- 7) All proposals shall become the property of IHPS and shall not be returned.
- 8) Proposals must be hand delivered to the stipulated address.
- 9) Proposals received after the specified time and date will not be considered and accepted.
- 10) Prices will be valid for a period of 90 days from the RFP stated closing date.
- 11) The IHPS may request written clarification or further information regarding any aspect of the proposal submitted. Service Providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their proposal may be disqualified.
- 12) Service Providers shall not qualify their proposals with their own conditions. If a Service Provider does not specifically withdraw its own conditions of the proposal when called upon to do so, the proposal response will be declared invalid.
- 13) SBD 6.1 for the Specific goals must be submitted.
- 14) Service Providers must submit the SBD4 and SBD 6.1 form together with their proposals.
- 15) By providing a proposal or related documentation to the Institute of Health Programs and Systems, the bidder consents to the processing of its personal information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication, and appointment of a successful bidder. The submitted information may also be utilised for any audit and/or legislative reporting purposes.

8. POPIA ACT DISCLAIMER

- By providing a quote or bid and/or related documentation to the Institute of Health Programs and Systems, the bidder/quoter consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication, and appointment of a successful bidder/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.

- Where applicable, the bidder/quoter warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder/quoter consents that Institute of Health Programs and Systems to:
 - Verify any personal information with the National Treasury CSD website, including verification of references.

 - Verify any other regulatory/ industry or any accredited/certification bodies.

ANNEXURE B

SBD 3.1

SUMMARY OF THE PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER:

BID NUMBER: IHPS-005-2024

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO LEAD AND SUPPORT A NATIONAL SOUTH AFRICAN TB STIGMA ASSESSMENT.

CLOSING DATE: 05 AUGUST 2024

CLOSING TIME: 12H00PM

OFFER TO BE VALID FOR: 60 DAYS FROM THE CLOSING DATE OF BID.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words)

.....

Rand (in figures)

.....

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests, and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contract
35. Amendments of Contract
36. National Industrial Participation Programme (NIPP)
37. Prohibition of restrictive Practices

GENERAL CONDITIONS OF CONTRACT

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 **“Chief Executive Officer”** means the CEO of IHPS or her/his duly authorized representative.
- 1.3 **“Contract”** means the written agreement entered between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“IHPS”** means Institute of Health Programs and Systems
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“Fraudulent practice”** means a misrepresentation of facts 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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by IHPS to the contractor recording the acceptance by IHPS of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillaries 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 provider covered under the contract.
- 1.28 **“Signature date”** means the date of the letter of acceptance.
- 1.29 **“Tender”** means an offer to supply goods/services to IHPS at a price.
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to IHPS.
- 1.31 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, IHPS 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider develops documentation/projects for IHPS, the intellectual, copy and patent rights or ownership of such documents or projects will vest in IHPS.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the IHPS the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to IHPS as compensation for any loss resulting from the Service Provider'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 IHPS 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 South Africa or abroad, acceptable to IHPS, in the form provided in the bidding documents or another form acceptable to IHPS; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by IHPS and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.
- 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 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

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

13.2 Prices charged by the provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 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.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.4 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

- (a) if the provider fails to deliver any or all 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Service Provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that the delays in performance or other failure to perform their obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

37. Amendment of Contracts

- 37.1 In terms of Section 4 (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).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.
- 37.3 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 bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

ANNEXURE C
DECLARATION OF INTEREST

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 institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

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

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.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

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

ANNEXURE D
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022
SBD 6.1

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

1.2 To be completed by the organ of state

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 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price proposals, 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest 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, of 80/20 preference points 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 organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the Bidder)
<p>Black Ownership: Enterprise Owned by Black Persons <i>i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i></p> <ul style="list-style-type: none"> ▪ 51% or more Black owned enterprises ▪ 50%- 10% Black ownership ▪ Less than 10% Black Ownership 	<p>8 4 0</p>	
<p>Women Ownership</p> <ul style="list-style-type: none"> ▪ 51% or more Women Ownership ▪ 50%- 10% Women Ownership ▪ Less than 10% Women Ownership 	<p>3 1.5 0</p>	
<p>Youth Ownership</p> <ul style="list-style-type: none"> ▪ 51% or more Youth Ownership ▪ 50%- 10% Youth Ownership ▪ Less than 10% Youth Ownership 	<p>3 1.5 0</p>	
<p>Disability</p> <ul style="list-style-type: none"> ▪ 51% or more Disability Ownership ▪ 50%- 10% Disability Ownership ▪ Less than 10% Disability Ownership 	<p>2 1 0</p>	
<p>Locality Enterprise located in the Gauteng Province.</p>	<p>2</p>	
<p>SMME/EME SMME constitute a turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per annum.</p>	<p>2</p>	
<p>Total</p>	<p>20</p>	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

4.5. 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 because 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

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

ANNEXURE E

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8

- 1) This Standard Bidding Document must form part of all bids invited.
- 2) It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3) The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system.
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) failed to perform on any previous contract.
- 4) To give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

ANNEXURE F

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

IHPS-005-2024

in response to the invitation for the bid made by:

(INSTITUTE OF HEALTH PROGRAMS AND SYSTEMS)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

.....
SIGNATURE

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DATE

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POSITION

.....
NAME OF BIDDER

LIST OF RETURNABLES

Completion of the returnable SBD FORM as listed forms below is mandatory and failure to do so will render the bid invalid. These forms must be completed in full on the original and must be signed.

RETURNABLES DOCUMENTATION

LIST OF ANNEXURES		Please Tick (<input type="checkbox"/>) in box below
ANNEXURE A	SBD1 - INVITATION TO BID	
ANNEXURE B	SBD3.1 - PRICING SCHEDULE	
ANNEXURE C	SBD4 - DECLARATION OF INTEREST	
ANNEXURE D	SBD 6.1 - PREFERENCE POINTS CLAIM FORM	
ANNEXURE E	SBD8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
ANNEXURE F	SBD9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	

PLEASE NOTE: THE SET OF THIS DOCUMENT MUST BE SUBMITTED IN FULL AND IT MUST NOT BE DETACHED. A BID DOCUMENT THAT IS NOT IN FULL SET WILL BE RENDERED INVALID.

.....
SIGNATURE

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DATE

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POSITION

.....
NAME OF BIDDER