INVITATION TO TENDER FOR THE SUPPLY AND DELIVERY OF DISPOSABLE MEDICAL MALE CIRCUMCISION (MMC) KITS

Specifications, Requirements and Special Conditions of Contract

BID NUMBER: RTCMMC16A

CLOSING DATE: 31st AUGUST 2016

CLOSING TIME: 16H30

RIGHT TO CARE

Procurement and Contract Management
TABLE OF CONTENTS

SECTION A: INVITATION TO BID ................................................................. 3
SECTION B: SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID .......... 4
SECTION C: BIDDER INFORMATION DETAILS ............................................. 5
SECTION D: DECLARATION OF INTEREST .................................................. 6
SECTION E: TAX CLEARANCE CERTIFICATE REQUIREMENTS ......................... 7
SECTION F: AUTHORITY TO SIGN A BID ................................................... 8
SECTION G: BID COMMITMENT ................................................................... 12
SECTION H: SPECIAL CONDITIONS OF BID ............................................... 14
SECTION I: BID EVALUATION CRITERIA .................................................... 20
SECTION J: PRICE SCHEDULE .................................................................. 21
ANNEXURE 1: SPECIFICATION FOR DISPOSABLE MMC KITS ....................... 22
ANNEXURE 2: PARTICIPATING INSTITUTIONS AND ESTIMATED REQUIREMENTS ........ 24
ANNEXURE 3: ADDITIONAL DOCUMENTATION TO BE SUBMITTED ............... 25
SECTION A

INVITATION TO BID

Right to Care hereby invites you to bid for the supply and delivery of disposable medical male circumcision (MMC) kits.

Bid Number: RTCMMC16A

Tender Description: The supply and delivery of disposable Medical Male Circumcision (MMC) kits for the forceps-guided surgical technique according to the specifications listed in Annexure 1

Delivery To: Participating institutions conducting high-volume medical male circumcisions at the site addresses listed in Annexure 2

Quantity Required: 240,000 (Two hundred and forty thousand) kits per annum

Contract Period: 36 months

Validity Period: 90 days

PLEASE NOTE THIS BID CLOSES ON 31st AUGUST 2016 AT 16H30

Completed Bid documents (including an electronic copy on a CD) must be placed in a sealed envelope, clearly marked with the name and address of the bidder, the bid number and the closing date and delivered to: Mrs J Ramatselela, Right to Care Offices, Themba Lethu Wing, Helen Joseph Hospital, Perth Road, Westdene, Johannesburg, 2092.

Technical enquiries may be addressed to Dr K Moyo, Tel: (011) 276-8850 or Khumbulani.moyo@righttocare.org

Administrative enquiries may be addressed to Ms L Mabizela, Tel: (011)276-8821 or lindiswa.mabizela@righttocare.org

Tender documents may not be delivered by fax or email.
SECTION B

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO RIGHT TO CARE’s PROCUREMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Bidders must complete all required sections of this Invitation to Bid form.

2. All bids submitted in reply to this invitation must incorporate all required certificates and other documentation forming part of this invitation to bid.

3. Under no circumstances may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

4. Bids submitted must be complete in all respects and the bidder is advised to check the number of pages submitted and ensure that none are missing or duplicated.

5. Completed bid documents, including an electronic copy on a CD) must be lodged at the address indicated in Section A not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid must be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope.

7. Samples must be lodged in a separate sealed envelope, clearly marked as such, with the name and address of the bidder, the bid number and the closing date indicated on the envelope.

8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes will be kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. Bids may not be submitted by email, fax, or any other electronic means.

11. Any alterations to bid documents made by the bidder must be initialled and the use of correcting fluid is not permitted.

12. Bids will be opened as soon as practicable after the closing time of bid.

SECTION C
BIDDER INFORMATION DETAILS

THE FOLLOWING PARTICULARS MUST BE FURNISHED:

NAME OF BIDDER: ______________________________________________________

CONTACT PERSON: ______________________________________________________

POSTAL ADDRESS: ______________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

PHYSICAL ADDRESS: ____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

TELEPHONE NUMBER: ____________________________________________________

MOBILE NUMBER: ________________________________________________________

FAX NUMBER: __________________________________________________________

EMAIL ADDRESS: ________________________________________________________

COMPANY REGISTRATION NUMBER: _________________________________________

VAT REGISTRATION NUMBER: _____________________________________________

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? ___________ 
(Please submit as APPENDIX A)

HAS A LETTER FROM A FINANCIAL INSTITUTION CONFIRMING BANKING 
DETAILS BEEN SUBMITTED? ___________ 
(Please submit as APPENDIX B)

SIGNATURE OF BIDDER: ________________________________________________

DATE: __________________________________________________________________

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____________________________

SECTION D
DECLARATION OF INTEREST

1. It is a requirement that the bidder or his/her/their authorized representative shall declare his/her/their interest or any relationship with Right to Care, any of its employees or persons who are known to be involved with the evaluation/adjudication of the bid.

2. Are you or any person connected with the bid employed by Right to Care, any of its employees or persons who are known to be involved with the evaluation or adjudication of the bid?
   **YES / NO**
   2.1 If, YES, provide details
   ____________________________________________________________
   ____________________________________________________________

3. Do you or any person connected with the bid, have a relationship (family, friend, other) with a person employed by Right to Care or persons known to be involved with the evaluation or adjudication of this bid.
   **YES / NO**
   3.1 If, YES, provide details
   ____________________________________________________________
   ____________________________________________________________

4. In signing and submitting this tender document we further certify that this bid has been independently completed without collusion with any other bidder or competitor and that no person employed by Right to Care has been involved in this bid preparation.

__________________________________________________________
SIGNATURE OF DECLARANT	RTCMMC16A	DATE

__________________________________________________________
POSITION OF DECLARANT	NAME OF BIDDER

SECTION E
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The original Tax Clearance Certificate must be submitted together with the bid and appended as **APPENDIX A**.

2. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.

3. Certified copies of the Tax Clearance Certificate will not be acceptable.

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

5. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
SECTION F

AUTHORITY TO SIGN A BID

PLEASE COMPLETE THE RELEVANT SECTION BELOW

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted (APPENDIX C) with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution of the Board of Directors passed on____________________________ 20_________

Mr/Mrs________________________________________________________________________,
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

_________________________________________________
Name of Company

IN HIS/HER CAPACITY AS: _____________________________

_________________________________________________
SIGNED ON BEHALF OF COMPANY

_________________________________________________
PRINT NAME

SIGNATURE OF SIGNATORY: ______________________ DATE: _____________________

WITNESSES: 1._____________________________________  

2._____________________________________ 

B. SOLE PROPRIETOR
I, ____________________________________________________________ hereby confirm that I am the sole owner of the business trading as ____________________________________________

____________________________________________________________

SIGNATURE                                             DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

<table>
<thead>
<tr>
<th>Full name of partner</th>
<th>Residential address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned partners in the business trading as__________________________, hereby authorise ____________________________ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract on behalf of:

__________________________  ____________________________  ____________________________

SIGNATURE                  SIGNATURE                  SIGNATURE

__________________________  ____________________________  ____________________________

DATE                      DATE                          DATE

D. CLOSE CORPORATION
In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation must be included with the bid (APPENDIX C), together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting held on ____________________________ 20____

At ____________________________ Mr/Ms ____________________________,
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

_________________________________________________________________
Name of Close Corporation

SIGNED ON BEHALF OF CLOSE CORPORATION: ____________________________

___________________________
PRINT NAME

IN HIS/HER CAPACITY AS: ____________________________

DATE: ____________________________

SIGNATURE OF SIGNATORY: ____________________________

WITNESSES:  
1. ____________________________

2. ____________________________

E. CO-OPERATIVE
A certified copy of the Constitution of the co-operative must be included with the bid (APPENDIX C), together with the resolution by its members authorising a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting held on ___________________________ 20 ______

At ___________________________ Mr/Ms ___________________________

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

_____________________________________________________________________

Name of co-operative

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: _______________________

IN HIS/HER CAPACITY AS: ___________________________

DATE: __________________________

SIGNED ON BEHALF OF CO-OPERATIVE: _______________________

_____________________________________________________________________

PRINT NAME

WITNESSES: 1. ___________________________

2. ___________________________

SECTION G
BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents on the terms and conditions prescribed and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
   a. The offer herein shall remain binding upon me and open for acceptance by Right to Care during the validity period indicated and calculated from the closing time of the bid;
   b. This bid and its acceptance shall be subject to Right to Care’s Supply Chain Management Policy Framework and the General Conditions of Contract, with which I/we am fully acquainted;
   c. If I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Right to Care may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and Right to Care. I/we will then pay to Right to Care any additional expenses incurred by Right to Care having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. Right to Care shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this bid or contract for the due fulfilment of this bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies as security for any loss Right to Care may sustain by reason of my default;
   d. If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
   e. The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address): _________________________________________________

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT
I THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

a. The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of Right to Care, if requested to do so.

b. If the information supplied is found to be incorrect and/or false then Right to Care, in addition to any remedies it may have, may:-
   i. Recover from the contractor all costs, losses or damages incurred or sustained by Right to Care as a result of the award of the contract, and/or
   ii. Cancel the contract and claim any damages which Right to Care may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ____________________ DAY OF _____________________ 20_________

AT ........................................................................................................

______________________________________________________________

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE

NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER’S NAME): _______________________________________

CAPACITY OF SIGNATORY: _______________________________________________

NAME OF CONTACT PERSON (IN BLOCK LETTERS): _______________________

POSTAL ADDRESS

________________________________________________________________________

________________________________________________________________________

TELEPHONE NUMBER: __________________________

FAX NUMBER: _________________________________

CELLULAR PHONE NUMBER: _______________________

E-MAIL ADDRESS: ____________________________________

SECTION H
SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

- Bidder/s must ensure that they are fully conversant with the Conditions contained in this bid document as these will become the conditions of contract once the bid is awarded.
- Right to Care reserves the right, should it deem necessary to enter into negotiations with the bidder, regarding a flat rate price and service delivery.
- Only bidders that fully meet the administrative and technical specifications will be considered.

1. ACCEPTANCE OF BID
1.1 Right to Care is under no obligation to accept the lowest or any bid.
1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. AMENDMENT OF CONTRACT
2.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Bid Adjudication Committee’s approval.

3. BASIS AND QUANTITIES
3.1 Bids must be for supply ex duty paid stocks held in the Republic of South Africa during the contract period. Right to Care is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Whilst every effort has been made by Right to Care to ensure an accurate assessment of quantities required, no guarantee is given or implied as to the actual quantity which will be ordered. Right to Care also reserves the right to purchase its requirements elsewhere outside the contract if:
   3.1.1 The minimum packing or minimum order quantity specified by the contractor is more than that of an institution’s requirement;
   3.1.2 The item(s) are urgently required and not immediately available;
   3.1.3 An emergency arises.

4. CHANGE OF ADDRESS
2.1 Bidders must advise Right to Care should their address (domicilium citandi et executandi) details change from the time of bidding until the expiry of the contract.

5. COMPLIANCE WITH SPECIFICATION
5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS or other accreditation is called for, the Bidder must submit a certificate of compliance from the relevant authority with the submission of the bid. If the product is an SABS mark bearing product, this certificate will not be necessary.
5.2 Accreditation procedures are for the account of the prospective bidder.

6. COUNTER OFFERS
6.1 Bidders’ attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of contract will invalidate such bids.

7. DELIVERY AND PACKAGING
7.1 Basis of delivery: Delivery of products shall be made directly to participating institutions at the respective addresses specified in Annexure 2.
7.2 In emergency cases, Right to Care reserves the right to make reasonable requests to the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

7.3 Bidders will be required to notify Right to Care prior to any delivery to participating institutions to allow for institutions to be pre-alerted.

7.4 The delivery performance of contract will be closely monitored and any subsequent orders will only be issued if the supplier has proved to be competent with their delivery performance.

7.5 Random inspection and sampling of items will be conducted upon delivery to verify quality and quantity against specification and contract samples and any other quality accreditation that may be prescribed.

7.6 It is the contractor’s responsibility to off-load the delivery vehicle at sites of participating institutions.

7.7 Order details must be presented upon delivery on delivery notes.

7.8 Delivery packages should be of a durable quality that will allow stacking and for further transportation without damage or breakage.

7.9 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
   (a) Name of the manufacturer/supplier
   (b) Description of item
   (c) Item number code / number
   (d) Date of manufacture
   (e) Product expiry date

8. DELIVERY CONDITIONS

8.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.

8.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been made.

8.3 The supplier must adhere strictly to the delivery periods stipulated in the bid document.

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

8.5 All invoices must be submitted in the original format.

8.6 Deliveries not complying with the order form will be returned to the supplier at the supplier’s expense.

8.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without the prior approval of Right to Care. If approved, such substitution will be on the same terms and conditions as the current contract.

9. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

9.1 The bidder must furnish the following details of all current contracts as APPENDIX D.
   (a) Date of commencement of contract/s;
   (b) Expiry date/s;
   (c) Value per contract; and
   (d) Contract details. (i.e. with whom held, phone number and address/s of the companies)

10. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

10.1 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from another company/manufacturer, a letter from that company/manufacturer
confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid (as APPENDIX E) on the closing date and time.

10.2 The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions.

11. EXECUTION PLAN

11.1 The bidder will be required to provide an efficient and effective service and for the purposes of this bid is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must submit a project execution plan that will be utilised to successfully execute the contract in terms of manpower, machinery and equipment, process, process control, infrastructure, etc. The project execution plan must accompany the bid (as APPENDIX F) on the closing date and time.

11.2 NOTE: Failure to submit sufficient information for an assessment to be made may invalidate the entire bid.

11.3 It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, Right to Care reserves the right to conduct inspections of the premises of the most acceptable bidder.

12. EXTENSION OF CONTRACT

An extension of contract may be considered. Whilst it is normal policy that contracts are not extended, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

13. FIRM PRICES

13.1 This bid requires that all prices tendered are firm.

14. HISTORICAL DATA

14.1 Historical value and volume reports must be submitted on a monthly basis to Right to Care by the successful bidder/s:

14.2 In addition, the following reports must be submitted on a three monthly basis to Right to Care:

(a) Delivery period adherence
(b) Quality adherence
(c) Actual quantities ordered vs estimated quantities forecasted

15. INSPECTION FOR QUALITY

15.1 All deliveries to participating institutions will be subjected to a visual examination and scrutiny by the relevant institutions, and/or inspection for quality by Right to Care.

15.2 In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

16. IRREGULARITIES

16.1 Companies are encouraged to advise Right to Care timeously of any possible irregularities which might come to their notice in connection with this contract.

17. JOINT VENTURES

17.1 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document (as APPENDIX G) before the closing date and time of the bid.
The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

18. LATE BIDS
18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
18.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID
19.1 Notification of the award of bid shall be made in writing by Right to Care and sent by registered post.

20. PAYMENT FOR SUPPLIES AND SERVICES
20.1 A supplier shall be paid by Right to Care in accordance with supplies delivered and services rendered.
20.2 The supplier shall furnish Right to Care with an invoice accompanied by a copy of the delivery note/s and upon fulfilment of other obligations stipulated in the contract.
20.3 Payments shall be made promptly by Right to Care, but not later than thirty (30) days after submission of an invoice or claim by the supplier.
20.4 Payment will be made in Rand.

21. PEEL – APART PACKS
21.1 Peel-apart packs must be impervious to bacterial ingress. The peel-apart pack must be of such a construction as to prevent contamination when packet is opened. It must also give a clean peel when opened.

22. PERIOD OF CONTRACT
22.1 The contract will run for a period of 18 (eighteen) months.

23. QUANTITIES
23.1 Whilst every effort has been made to ensure an accurate assessment of quantities required, Right to Care cannot guarantee any percentage of take. The awarding of the contract is subject to the provision that quantities cannot be guaranteed.
23.2 Bidders are required to thoroughly read the price page with regard to the quantity for costing purposes.

24. RATE OF EXCHANGE
24.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid documents. If this day falls on a week-end or public holiday, the next working day must be used.
24.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any other legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.
24.3 In addition to this, the bidder must confirm that the bid price relating to an imported product was based on the rate of exchange 14 days prior to the closing date as mentioned above.

25. SAMPLES
25.1 All bidders are required to submit samples of the product offered, together with the bid documents.

27. SHELF LIFE
27.1 Upon delivery to participating institutions, all products must have at least 18 (eighteen) months of shelf life before the date of expiry.
27.2 Any delivery of short dated supplies without the prior written approval of Right to Care will be returned to the supplier at the supplier’s expense.
27.3 Contractors may make written applications to deliver material with a shorter shelf life provided such applications are accompanied by an undertaking that such short dated stock will be unconditionally replaced before or after expiry and that such applications are approved before execution of the orders.

28. GENERAL CONDITIONS OF CONTRACT
28.1 This bid and all contracts emanating there from will be subjected to Right to Care’s General Condition of Contract.
28.2 Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

29. STATEMENT OF SUPPLIES AND SERVICES
29.1 The contractor shall, on a monthly basis, furnish Right to Care with the particulars of supplies delivered or services executed. Such information must be submitted in the following manner:
(i) Name of institution;
(ii) Orders received – order number & catalogue number & quantity delivered.
29.2 If the contractor fails to provide the required information, Right to Care may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

30. UNSATISFACTORY PERFORMANCE
30.1 Performance not in accordance with the contract conditions will be considered to be unsatisfactory.
30.2 Before any action is taken, Right to Care shall notify the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning Right to Care will take action in terms of the conditions of contract;

31. VALIDITY PERIOD AND EXTENSION THEREOF
31.1 The validity (binding) period for the bid is 90 days from close of bid. However, circumstances may arise whereby Right to Care may request the bidders to extend the validity (binding) period as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

32. VALUE ADDED TAX (VAT)
32.1 Bid prices must be in RAND and must be inclusive of VAT.
32.2 A tax invoice must contain the following particulars:
(a) the name, address and registration number of the supplier;
(b) the name and address of the recipient;
(c) an individual serialized number and the date upon which the tax invoice was issued;
(d) a description of the goods or services supplied;
(e) the quantity or volume of the goods or services supplied;
(f) either –
   i. the value of the supply, the amount of tax charged and the consideration for the supply; or
   ii. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

SECTION I

BID EVALUATION CRITERIA
All Bid proposals received will be evaluated based on the following criteria:

1. **Administrative Compliance:**
   All information required in the bid document must be accurate and duly completed, including all the appropriate signatures where indicated. This includes the completion of documentation where required and the submission of required documentation. Right to Care reserves the right to verify all information submitted.

2. **Technical Specifications Compliance:**
   Only offers that meet the technical specifications in all aspects as stipulated in the bid document will be considered further.

3. **Plan to execute the contract:**
   The bidder is required to submit proof that he/she has the required plan to execute the contract. If the bidder plans to source stock from a manufacturer or distributor a letter of undertaking from such manufacturer or supplier must be attached.

4. **Product Pricing:**
   Only bids deemed compliant with administrative requirements and technical specifications, including demonstration of ability to execute the contract will be subjected to further evaluation for pricing and cost.

---

**SECTION J**

**PRICE SCHEDULE**
ANNEXURE 1

SPECIFICATION FOR DISPOSABLE MEDICAL MALE CIRCUMCISION (MMC) KIT

<table>
<thead>
<tr>
<th>BID NUMBER: RTCMMC16A</th>
<th>CONTRACT PERIOD: 36 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLOSING DATE AND TIME: 10th August 2016 at 16h30</td>
<td></td>
</tr>
</tbody>
</table>

**BID DESCRIPTION AND SPECIFICATION:**
The supply and delivery of disposable Medical Male Circumcision (MMC) kits for the forceps-guided surgical technique according to the specifications listed in [Annexure 1](#).

**NAME AND ADDRESS OF BIDDER:**

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

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

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

TEL:................................................................

FAX:................................................................

**ESTIMATED QUANTITY REQUIRED**

240,000 (Two hundred and forty thousand) Kits per annum

**DOES OFFER COMPLY WITH THE SPECIFICATION?**

YES/NO (Delete which is not applicable)

If not, furnish details of deviations separately

**IS THE PRODUCT TENDERED FOR OF SOUTH AFRICAN MANUFACTURE?**

YES/NO (Delete which is not applicable)

**IF NOT, STATE COUNTRY OF MANUFACTURE**

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

**STATE DELIVERY PERIOD:**

Definite period/s must be stated e.g. 1 week.

**HAS A SAMPLE BEEN SUBMITTED?**

YES/NO (Delete which is not applicable)

**WHERE ARE STOCKS HELD?**

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

**NET UNIT BID PRICE**

(including delivery)

Year 1 Year 2

R.......... R..........  

**VALUE ADDED TAX @ 14%**

Year 1 Year 2

R.......... R..........  

**TOTAL BID PRICE (including delivery costs)**

Year 1 Year 2

R.......... R..........  

**SIGNATURE OF BIDDER**

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

**DATE**

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

**SIGNATURE OF WITNESS**

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

**DATE**
QUANTITY REQUIRED: 240,000 (Two hundred and forty thousand) kits per year

A SAMPLE MMC KIT IS REQUIRED TO BE SUBMITTED TOGETHER WITH THE APPLICATION

DELIVERY COST MUST BE INCLUDED IN THE QUOTATION

<table>
<thead>
<tr>
<th>Item #</th>
<th>Name of items</th>
<th>Product specification</th>
<th>Quantity per kit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Multipurpose Container Tray</td>
<td>Stable Plastic Recycle Tray to conduct procedure, minimum 700 micron virgin plastic, with 3 Compartments (Compartment 1 = 13X26, Compartment 2 = 5X8, Compartment 3 = 5X5, Compartment 4 = 5X13 and the total size of the Tray is 26X18) Preparation and procedure</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>O-Drape</td>
<td>Disposable O-Drape 100 cm X 75 cm (One side absorbable and one side impermeable. The two different sides should be fused together and not lint.)</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Gauze, Plain</td>
<td>Gauze Swabs 100X100mm (12ply)</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Gauze, Petroleum Jelly Impregnated</td>
<td>Paranet Gauze 10cmX10cm 1 Ply</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Syringe</td>
<td>Syringe 10ml</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Injection Needles</td>
<td>Needle 21g and 23g 1.5 inch</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Suture, Braided/Absorbable</td>
<td>Suture 3/0 Braided Synthetic (polyglycolic acid suture) 75 cm, on Reverse Cutting Needle 26 mm ex: vicryl, polysorb</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Surgical Gloves</td>
<td>Sterile Surgical Glove Size 8 and 71/2</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Apron, Disposable</td>
<td>Apron Plastic Disposable quality of the trash bag</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Alcohol Swabs</td>
<td>1 1/4” x 2 1/2”, Isopropyl Alcohol 70%</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Surgical Tape</td>
<td>Surgical Paper Tape micropore 12 mm, 1-3 meter in Length</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Sterile Prep Gloves</td>
<td>Examination glove large</td>
<td>1</td>
</tr>
</tbody>
</table>
### Items 13 to 18 into the kit are disposable surgical instruments

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Needle Holder</td>
<td>Disposable needle Holder: Total Length 12-14 cm, Working Surface 20mm (E.g: Baumgartner Needle Holder)</td>
</tr>
<tr>
<td></td>
<td>and Suture Scissor</td>
<td>Disposable Suture Scissors: Total Length 12-15 cm, (Example: Mayo Scissors)</td>
</tr>
<tr>
<td>14</td>
<td>Non-Toothed Forceps</td>
<td>Plastic Non-Toothed Forceps (Aka Pick-ups, Dissection Forceps): Total length 13 cm, Working Surface 15 mm Serrated</td>
</tr>
<tr>
<td>15</td>
<td>Mosquito Clamp Straight</td>
<td>Mosquito Clamps Disposable Straight (Aka Mosquito Forceps, Hemostatic Forceps): Total length 12-14 cm, Working Surface 30 mm. Example Halstead Disposable Straight Mosquito</td>
</tr>
<tr>
<td>16</td>
<td>Mosquito Clamp Curve</td>
<td>Mosquito Clamps Disposable Curved (Aka Mosquito Forceps, Hemostatic Forceps): Total length 12-14 cm, Working Surface 30 mm.</td>
</tr>
<tr>
<td>17</td>
<td>Disposable Scalpel and Handle</td>
<td>Disposable Scalpel and Handle (retractable and Lockable): Blade Type 23, Total Length 11 cm.</td>
</tr>
<tr>
<td>18</td>
<td>Dissecting Scissors</td>
<td>Disposable curved dissecting scissors Metzebaum</td>
</tr>
<tr>
<td>19</td>
<td>Circumcision Forceps Haemostatic</td>
<td>Disposable Circumcision Forceps Haemostatic Cross Clamp: Total Length 20 cm, Working Surface 64 mm.</td>
</tr>
</tbody>
</table>

### Packaging and Sterilization of the Kit

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Surgical Crepe Paper</td>
<td>Kit is wrapped in Surgical crepe paper 60 cm X 60 cm</td>
</tr>
<tr>
<td>20</td>
<td>Indicator Bag and Sterilization</td>
<td>Kit ETO Sterilized in a 0.3μ Sterilization Indicator Bag with mention of expiration date of items with expiration date. All items inside the kit must have an expiration date greater than 2 years from the date of delivery, and the kit should have an expiration date of 18 months from the date of delivery.</td>
</tr>
</tbody>
</table>

**ANNEXURE 2**
## Participating Institutions Conducting Medical Male Circumcisions (MMC) and Estimated Kit Requirements

<table>
<thead>
<tr>
<th>Implementing Partner</th>
<th>Recipient Site Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC</td>
<td>Discoverers</td>
<td>135 Clarendon Street Discovery Roodepoort Gauteng</td>
</tr>
<tr>
<td></td>
<td>RTC Main Office-Storage</td>
<td>Themba Lethu Wing 1st Floor Helen Joseph Hospital, Perth Road, Westdene</td>
</tr>
<tr>
<td></td>
<td>RTC Head Office - CENTURION</td>
<td>3rd Floor, Outspan Building, 1006 Lenchen North Street, Centurion</td>
</tr>
<tr>
<td></td>
<td>Witkoppen MMC site</td>
<td>Deliver at RTC Head Office</td>
</tr>
<tr>
<td></td>
<td>Hester Appolis Right to Care Health Services</td>
<td>39 Empire Road (next to Headache Clinic) Parktown, 2193</td>
</tr>
<tr>
<td></td>
<td>Leratong Tsephong ya Monna</td>
<td>11 Musapelo Stree Attedgville Corner Kgerere and Maande street</td>
</tr>
<tr>
<td></td>
<td>Attmed</td>
<td>85 Komane str, Atteridgeville</td>
</tr>
<tr>
<td></td>
<td>Carltonville</td>
<td>MMC unit, 1st floor; Cnr Falcon and Annan Road Carltonville 2500, Gauteng</td>
</tr>
<tr>
<td></td>
<td>Rhenostespruit</td>
<td>R512, Rhenosterspruit Shopping Center, Lanseria 1748</td>
</tr>
<tr>
<td></td>
<td>Gert Sibande - Piet Rietief</td>
<td>Pretorius Street Piet Retief Gert Sibande District Mkhondo Sub district 2380</td>
</tr>
<tr>
<td></td>
<td>Ehlanzeni - Nelspruit</td>
<td>36 Marlooth street. Nelspruit 1200</td>
</tr>
<tr>
<td></td>
<td>Maluleke medical Centre - Piet Rietief</td>
<td>31 Joubert Street, Piet Retief, Mkhondo, Gert Sibande, Mpumalanga.</td>
</tr>
<tr>
<td></td>
<td>Mapulaneng</td>
<td>Mapulaneng Hospital: Graskop Main Road Bushbuckridge</td>
</tr>
<tr>
<td></td>
<td>Tiswalo - Acornhoek</td>
<td>Hospital Road, Acornhoek Mpumalanga</td>
</tr>
<tr>
<td>MatCH</td>
<td>Match Main Office</td>
<td>155 Juniper Road Overport, Durban 4091</td>
</tr>
<tr>
<td></td>
<td>Juniper Road storage - Durban</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Match Benedictine Hospital</td>
<td>Benedictine Hospital, Vryheid Main Road, Take n2 North From Durban, Take the Dokodweni off ramp to Eshowe continue to Melmoth, Take Vryheid road, Until you see a a sign for Ulundi, Take Ulundi and drive straight until you get to Nongoma Town, Continue Straight on the Vryheid Main Road you will find the Hospital.</td>
<td></td>
</tr>
<tr>
<td>Dr Mbele</td>
<td>Shop No. 4, Treleen Court, Arbuthnot Street, Scottburgh</td>
<td></td>
</tr>
<tr>
<td>Dr Moloi</td>
<td>Shop No. 1, NBS Building, 135 High Street, Vryheid</td>
<td></td>
</tr>
<tr>
<td>Mkuze</td>
<td>Klebe Road in Jozini in Umkhanyakude. MatCH has an office in a park home on the clinic premises</td>
<td></td>
</tr>
<tr>
<td>CHAPS</td>
<td>Chaps Houghton, 25 St John’s Road, Houghton</td>
<td></td>
</tr>
<tr>
<td>CHAPS</td>
<td>Chaps Randburg, Spesbona and Homestead in Kaya Sand</td>
<td></td>
</tr>
<tr>
<td>Lesedi</td>
<td>1 Power Road Reitzpark, Welkom</td>
<td></td>
</tr>
<tr>
<td>Tzaneen - CN Pathudi</td>
<td>Main Road, Makwibdung Village Tzaneen, 0850: LIMPOPO</td>
<td></td>
</tr>
<tr>
<td>Tzaneen - Shiluvana CHC</td>
<td>Shiluvana CHC, Old Shiluvana Hospital, Shiluvana Village</td>
<td></td>
</tr>
<tr>
<td>Maputha - Phalaborwa</td>
<td>Maputhu Malatji Hospital, Maputha Drive, Nemakgale, Phalaborwa, 1391</td>
<td></td>
</tr>
<tr>
<td>Tzaneen - Mopani</td>
<td>Shilubane Hospital, Ezakhaya farm, Mopani district, Tzaneen, 0850</td>
<td></td>
</tr>
<tr>
<td>Nkhensani Hospital in Giyane</td>
<td>Main Road Giyani, Limpopo, South Africa 0826</td>
<td></td>
</tr>
</tbody>
</table>

**ANNEXURE 3**
ADDITIONAL DOCUMENTATION TO BE SUBMITTED

The following additional documentation is required to be submitted with the completed bid invitation as indicated in the appendices below:

APPENDIX A: TAX CLEARANCE CERTIFICATE

APPENDIX B: LETTER FROM FINANCIAL INSTITUTION CONFIRMING BANKING DETAILS

APPENDIX C: AUTHORITY TO SIGN A BID (if applicable)

APPENDIX D: DETAILS OF CURRENT CONTRACTS

APPENDIX E: LETTER FROM MANUFACTURER CONFIRMING SUPPLY ARRANGEMENTS (if applicable)

APPENDIX F: PROJECT EXECUTION PLAN

APPENDIX G: JOINT VENTURE AGREEMENT (if applicable)