


<b>Doc Number:</b> OF-SCM-01C	<b>REQUEST FOR QUOTATION SERVICES</b>	 South African Health Products Regulatory Authority
Revision: 4.0		Effective date: 10 February 2023

**Ref no: SAHPRA/2024/ CYBER SECURITY INSURANCE /RFQ117**

**REQUEST DETAILS**

<b>YOU ARE HEREBY REQUESTED TO SUPPLY A QUOTE FOR THE FOLLOWING REQUIREMENT OF SAHPRA:</b>	<b>REQUEST FOR QUOTATIONS FOR A SUITABLE SERVICE PROVIDER TO CYBERSECURITY INSURANCE COVER, INSURANCE RELATED SERVICES FOR PROTECTION AGAINST CYBER RELATED DAMAGE, DATA BREACH, EXTORTION, BUSINESS INTERRUPTIONS IN ALL ASPECTS OF SAHPRA'S DIGITAL OPERATIONS FOR A PERIOD OF 36 MONTHS. See detailed specifications and requirements below.</b>
<b>DELIVERY ADDRESS FOR THE GOODS REQUIRED:</b>	2nd Floor Building A Loftus Park Kirkness Street Arcadia Pretoria

**QUERIES/ CLARIFICATIONS**

All queries/ clarifications may be raised in writing with the under-mentioned person before the closing date for the quote.

Queries to be e-mailed to:	Takalani Sinyosi
e-mail address to send queries to:	takalani.sinyosi@sahpra.org.za

**CLOSING AND VALIDITY DETAILS**

Closing date of quote:	10 March 2025
Closing time of quote:	12:00 pm (The official Telkom time, which can be observed by dialing 1026 from any phone, will be used to verify the exact closing time.)
Quotes can be sent by e-Mail to:	takalani.sinyosi@sahpra.org.za
All quotes must be valid for acceptance for:	30 days

NOTE: Quotes received after the closing date and time will not be considered.

## RETURNABLE DOCUMENTS

All the under-mentioned documents in this pack must be completed in detail and returned as part of your submission by the closing date and time. Failure to submit the information listed below will result in the quotation being non-responsive.

- 1 Invitation for Written Quotation – SBD1
- 2 Valid tax PIN issued by SARS to verify tax status or current CSD registration number (MAAA)
- 3 Pricing Schedule – SBD3
- 4 Declaration of Interest – SBD4
- 5 Preferential Procurement Claim Form in terms of the Preferential Procurement Regulation,2022 – SBD6.1
- 6
- 7 It is a requirement that all suppliers/ services providers to SAHPRA shall be registered on the National Treasury Central Supplier Database (CSD). Respondents are therefore required to be registered as a supplier on the CSD when submitting a quote. For registration, the CSD website can be accessed on the following link: <http://ocpo.treasury.gov.za/Pages/default.aspx>

Respondents must submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their quote.

## GENERAL CONDITIONS OF CONTRACT

This Request for Quote is subject to the General Conditions of Contract (GCC) that the provider accepts, when submitting a quote. The GCC is available from the Treasury website and can be accessed by clicking on the following link:

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

## MANDATORY REQUIREMENTS

- Valid copy of their Financial Advisory and Intermediary Services (FAIS) Act certificate OR Financial Sector Conduct Authority (FSCA) Certificate.

## EVALUATION PROCESS

This quote will be evaluated based on responsiveness to the requirements listed here under, specification compliance, functionality, price, and specific goals

- Quote delivered before the closing time.
- All returnable documents submitted.
- 80/20 preferential procurement evaluation.

The functional evaluation criteria will be as follows:

NO	Technical Evaluation Criteria	Maximum points to be Awarded
1.	<p><b>Bidders are expected to attach copies of minimum of 3 contactable reference letters from clients that they have provided cybersecurity insurance cover in the last 10 years.</b></p> <p>The reference letters will be scored in accordance with the following criteria: (The reference letters shall not be older than three years) Information that will be verified in the letter are the following:</p> <p><b>The reference letters must be on an entity letterhead</b></p> <ul style="list-style-type: none"> <li>• Clearly indicate the type of service provided.</li> <li>• Contract duration.</li> <li>• Contract value.</li> <li>• Relevant contact person's name, surname and position.</li> </ul> <p><b>Relevant contact number/s</b></p> <p>5+ Letters satisfying all the above requirements =<b>40 points</b></p> <p>4 Letter satisfying all the above requirements =<b>30 points</b></p> <p>3 Letter satisfying all the above requirements =<b>20 points</b></p> <p>0 to 2 Letters satisfying all the above requirements = <b>0 points</b></p> <p><b>NB:</b> Reference letters must not be replaced by letters of agreement, contracts or purchase orders.</p>	40
2.	<p><b>Company Experience</b></p> <p>Company experience as indicated by engagement/service dates in company profile</p> <p>5 or more year's company experience = <b>20 points</b></p> <p>2 to 4 years company experience = <b>10 points</b></p> <p>No profile submitted or 1 year company experience = <b>0 points</b></p>	20
3.	<p><b>Methodology</b></p> <p>Provide a detailed methodology</p> <p><b>Provide a dispute resolution process including the turnaround times in resolving disputes = (20 points)</b></p> <p>Dispute resolution includes times less or equal to 20 working days =<b>20 Points</b></p> <p>Dispute resolution includes times between 21 working days to 30 working days =<b>15 Points</b></p> <p>Dispute resolution includes turnaround times of 31 working days and more =<b>10 Points</b></p> <p>Dispute resolution without turnaround times=5 Points</p> <p><b>No submission or irrelevant information provided=0 Points</b></p>	40

	<p><b>a. Turnaround times for settling claims to be included in methodology. (20 points)</b></p> <p>Turnaround times for settling claims less or equal to 20 working days=<b>20 Points</b></p> <p>Turnaround times for settling claims between 21 days to 30 working days=<b>10 Points</b></p> <p>Turnaround times for settling claims from 31 working days=<b>0 Points</b></p>	
4.	<b>TOTAL</b>	<b>100</b>

submissions that score less than 70% of the points available for functionality will be eliminated from further consideration.

All remaining quotations will be evaluated as follows:

The 80/20 preference point system will be applied. Points for price and specific goals will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2022

The point scored for the specific goals for each acceptable quotation will now be added to the price point.

The relevant award structure will consider the recommendations and make the final award. The successful respondent will usually be the service provider scoring the highest number of points or it may be a lower scoring quotation on justifiable grounds or no award at all.

**DETAILED SPECIFICATIONS/ REQUIREMENTS LIST**

**TERMS OF REFERENCE**

**REQUEST FOR QUOTATIONS FOR A SUITABLE SERVICE PROVIDER TO CYBERSECURITY INSURANCE COVER, INSURANCE RELATED SERVICES FOR PROTECTION AGAINST CYBER RELATED DAMAGE, DATA BREACH, EXTORTION, BUSINESS INTERRUPTIONS IN ALL ASPECTS OF SAHPRA’S DIGITAL OPERATIONS FOR A PERIOD OF 36 MONTHS AS PER BELOW SPECIFICATIONS:**

**Background**

The South African Health Products Regulatory Authority (SAHPRA / The Authority) is the regulatory authority responsible for the regulation of health products intended for human and animal use, the conduct of clinical trials, as well as the licensing of manufacturers, wholesalers, and distributors of medicines and medical devices, radiation emitting devices, and radioactive nuclides.

The legislative mandates of SAHPRA are derived from the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), as amended (herein after referred to as “the Medicines Act”), and other relevant legislation, regulations, and policies.

In terms of the Medicines Act, the objectives of the Authority are to provide for the monitoring, evaluation, regulation, investigation, inspection, registration, and control of medicines, scheduled

substances, clinical trials, medical devices, and radiation emitting devices, and related matters that are in the public's interest.

## **PURPOSE**

SAHPRA requires the services of a reputable and suitable service provider to cybersecurity insurance cover, insurance related services for protection against cyber related damage, data breach, extortion, business interruptions in all aspect of SAHPRA's digital operations for a period of **36 Months**.

## **BRIEFING**

To ensure adherence to technical parameters of the RFQ, **an onsite non-compulsory** technical briefing session will be held as follows:

**Date:** 26 February 2025

**Time:** 12:00 PM

**Location:** 3rd Floor, Building A, Loftus Park, Kirkness Street, Arcadia, Pretoria

**NB: Current infrastructure and security configuration will be provided during the briefing session**

## **SCOPE OF WORK /TERMS OF REFERENCE/DELIVERABLES**

### **(a) Protection against damage caused by the below:**

- Data Breach Response (1st party) - where the insurance will pay the insured's behalf any reasonable and necessary costs resulting from an actual or suspected data breach).
- Restoration (1st party) - where the insurance will pay the insured's behalf any reasonable and necessary costs to restore their data and software after a data breach, to the closest possible condition in which they were immediately before the data breach).
- Business Interruption (1st party) - where the insurance will pay the insured for the reduction of net profit during the interrupted period which has been directly caused by a cyber-incident).
- Cyber Extortion (1st party) – where the insurance will reimburse the insured for any ransom they pay [where legally permissible and subject to our prior written consent and any reasonable and necessary costs to resolve cyber extortion).
- Cyber Crime (1st party) - where the insurance will reimburse the insured for any money illegally taken from them as a direct result of cyber-crime).
- Confidentiality and privacy (3rd party) – where the insurance will reimburse any sums the insured is under a legal liability to pay arising from a third-party claim or a claim against them by an employee for a data breach relating to confidential information or personal data of a third party, or for infringement of your respective data protection laws and the insured's legal defence costs incurred with our consent).
- Malware, ransomware, virus or computer attacks
- Information system compromises/ breaches resulting in sharing or loss of sensitive information.

### **(b) Crisis management and notification expenses**

- Public relations campaigns to limit reputational damage.
- Costs for communications during the crisis, to keep affected parties informed.
- Remediation services to safeguard affected parties

**(c) Loss of business income**

- Compensate the organization for system downtime and consequent loss of earnings as a result of a breach

**(d) Cybersecurity insurance cover to include**

- Notifying customers about a data breach by utilizing an adequate response plan.
- Providing identity recovery protection to assist in identity fraud restoration (e.g. credit history).
- Restoring personal identities of affected customers if required.
- Recovering compromised data of information systems.
- Repairing damaged computer systems.
- Restoring and recreating data.

Quotes will only be considered from suppliers who can quote for all the items required. Quotes for only one or a selected group of items will not be considered.

## INVOICING INSTRUCTIONS

- All invoices shall comply with Section 20 of the VAT Act No 89 of 1991.
- All invoices should be submitted to the email address as per the issued purchase order should you be the successful bidder.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SAHPRA/2024/ CYBER SECURITY INSURANCE /RFQ117	CLOSING DATE:	10 MARCH 2025	CLOSING TIME:	12:00
DESCRIPTION	<b>REQUEST FOR QUOTATIONS FOR A SUITABLE SERVICE PROVIDER TO CYBERSECURITY INSURANCE COVER, INSURANCE RELATED SERVICES FOR PROTECTION AGAINST CYBER RELATED DAMAGE, DATA BREACH, EXTORTION, BUSINESS INTERRUPTIONS IN ALL ASPECTS OF SAHPRA'S DIGITAL OPERATIONS FOR A PERIOD OF 36 MONTHS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Takalani Sinyosi		CONTACT PERSON	Takalani Sinyosi	
TELEPHONE NUMBER	012 015 5426		TELEPHONE NUMBER	012 015 5426	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	takalani.sinyosi@sahpra.org.za		E-MAIL ADDRESS	takalani.sinyosi@sahpra.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



**PRICING SCHEDULE – FIRM PRICES SBD3**

Respondents are to complete the pricing schedule in full and provide a detailed pricing or commission structure. The total cost to SAHPRA must be clearly indicated.

**NAME OF  
RESPONDENT:** \_\_\_\_\_

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

Item No.	Description	Quantity	Limited Indemnity (OPTION 1 – R20 000 000.00)	Unit Price Rand (Excl. VAT)	Total Price Rand (Excl. VAT)	Total Price Rand (Inc. VAT)
1.	INCIDENT RESPONSE COSTS	Year 1	R20 000 000.00			
2.	LEGAL AND REGULATORY COSTS	Year 1	R20 000 000.00			
3.	IT SECURITY AND FORENSIC COSTS	Year 1	R20 000 000.00			
4.	CRISIS COMMUNICATION COSTS	Year 1	R20 000 000.00			
5.	PRIVACY BREACH MANAGEMENT COSTS	Year 1	R20 000 000.00			
6.	SYSTEM DAMAGE AND RECTIFICATION COSTS	Year 1	R20 000 000.00			
7.	DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING	Year 1	R20 000 000.00			
8.	DEPENDENT BUSINESS INTERRUPTION	Year 1	R20 000 000.00			
9.	NETWORK SECURITY LIABILITY	Year 1	R20 000 000.00			
10.	PRIVACY LIABILITY	Year 1	R20 000 000.00			
11.	MANAGEMENT LIABILITY	Year 1	R20 000 000.00			

12.	REGULATORY FINES	Year 1	R20 000 000.00			
13.	PCI FINES, PENALTIES AND ASSESSMENTS	Year 1	R20 000 000.00			
14.	DEFAMATION	Year 1	R20 000 000.00			
15.	INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT	Year 1	R20 000 000.00			
16.	COURT ATTENDANCE COSTS	Year 1	R20 000 000.00			
	<b>TOTAL PRICE FOR YEAR 1</b>					
	<b>TOTAL PRICE FOR YEAR 2</b>					
	<b>TOTAL PRICE FOR YEAR 3</b>					
	<b>SUB-TOTAL</b>					
	<b>VAT</b>					
	<b>TOTAL COST FOR PERIOD OF YEAR 1, YEAR 2, YEAR 3 (VAT INCLUDED)</b>					

**NOTE: Also attach an official quotation on a letterhead.**

Percentage increase for year 2= %

Total premium year two (02) (Including VAT) =R

Percentage increase for year 3= %

Total premium year three (03) (Including VAT) =R

**Total for a period of 36 months (year 1, year 2 and year 3) including VAT =R**

Item No.	Description	Quantity	Limited Indemnity (OPTION 2 – R30 000 000.00)	Unit Price Rand (Excl. VAT)	Total Price Rand (Excl. VAT)	Total Price Rand (Inc. VAT)
2.	INCIDENT RESPONSE COSTS	Year 1	R30 000 000.00			
2.	LEGAL AND REGULATORY COSTS	Year 1	R30 000 000.00			
3.	IT SECURITY AND FORENSIC COSTS	Year 1	R30 000 000.00			
4.	CRISIS COMMUNICATION COSTS	Year 1	R30 000 000.00			
5.	PRIVACY BREACH MANAGEMENT COSTS	Year 1	R30 000 000.00			
6.	SYSTEM DAMAGE AND RECTIFICATION COSTS	Year 1	R30 000 000.00			
7.	DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING	Year 1	R30 000 000.00			
8.	DEPENDENT BUSINESS INTERRUPTION	Year 1	R30 000 000.00			
9.	NETWORK SECURITY LIABILITY	Year 1	R30 000 000.00			
10.	PRIVACY LIABILITY	Year 1	R30 000 000.00			
11.	MANAGEMENT LIABILITY	Year 1	R30 000 000.00			
12.	REGULATORY FINES	Year 1	R30 000 000.00			
13.	PCI FINES, PENALTIES AND ASSESSMENTS	Year 1	R30 000 000.00			
14.	DEFAMATION	Year 1	R30 000 000.00			
15.	INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT	Year 1	R30 000 000.00			

16.	COURT ATTENDANCE COSTS	Year 1	R30 000 000.00			
	TOTAL PRICE FOR YEAR 1					
	TOTAL PRICE FOR YEAR 2					
	TOTAL PRICE FOR YEAR 3					
	SUB-TOTAL					
	VAT					
	TOTAL COST FOR PERIOD OF YEAR 1, YEAR 2, YEAR 3 (VAT INCLUDED)					

Percentage increase for year 2= %

Total premium year two (02) (Including VAT) =R

Percentage increase for year 3= %

Total premium year three (03) (Including VAT) =R

**Total for a period of 36 months (year 1, year 2 and year 3) including VAT =R**

Item No.	Description	Quantity	Limited Indemnity (OPTION 3 – R40 000 000.00)	Unit Price Rand (Excl. VAT)	Total Price Rand (Excl. VAT)	Total Price Rand (Inc. VAT)
3.	INCIDENT RESPONSE COSTS	Year 1	R40 000 000.00			
2.	LEGAL AND REGULATORY COSTS	Year 1	R40 000 000.00			

3.	IT SECURITY AND FORENSIC COSTS	Year 1	R40 000 000.00				
4.	CRISIS COMMUNICATION COSTS	Year 1	R40 000 000.00				
5.	PRIVACY BREACH MANAGEMENT COSTS	Year 1	R40 000 000.00				
6.	SYSTEM DAMAGE AND RECTIFICATION COSTS	Year 1	R40 000 000.00				
7.	DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING	Year 1	R40 000 000.00				
8.	DEPENDENT BUSINESS INTERRUPTION	Year 1	R40 000 000.00				
9.	NETWORK SECURITY LIABILITY	Year 1	R40 000 000.00				
10.	PRIVACY LIABILITY	Year 1	R40 000 000.00				
11.	MANAGEMENT LIABILITY	Year 1	R40 000 000.00				
12.	REGULATORY FINES	Year 1	R40 000 000.00				
13.	PCI FINES, PENALTIES AND ASSESSMENTS	Year 1	R40 000 000.00				
14.	DEFAMATION	Year 1	R40 000 000.00				
15.	INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT	Year 1	R40 000 000.00				
16.	COURT ATTENDANCE COSTS	Year 1	R40 000 000.00				
		<b>TOTAL PRICE FOR YEAR 1</b>					
		<b>TOTAL PRICE FOR YEAR 2</b>					
		<b>TOTAL PRICE FOR YEAR 3</b>					

		<b>SUB-TOTAL</b>		
		<b>VAT</b>		
		<b>TOTAL COST FOR PERIOD OF YEAR 1, YEAR 2, YEAR 3 (VAT INCLUDED)</b>		

Percentage increase for year 2= %

Total premium year two (02) (Including VAT) =R

Percentage increase for year 3= %

Total premium year three (03) (Including VAT) =R

**Total for a period of 36 months (year 1, year 2 and year 3) including VAT =R**

Approved for use

Signature of Bidder: .....

Date: .....

The quantities indicated above are not fixed. SAHPRA reserves the right to change the quantity per item listed above in its sole discretion during the validity period. SAHPRA reserves the right not to make an award, or to award all the items to one supplier/ service provider or to make awards to different suppliers/ service providers for the same or different items.

TO BE COMPLETED BY THE PROVIDER			
	TICK WHICHEVER IS APPLICABLE FOR YES/NO ANSWERS		
Does the offer comply with the specification(s)?	YES		NO
IF NOT TO SPECIFICATION, STATE DEVIATION IN HERE OR SUPPLY ADDITIONAL PAGE DETAILING DEVIATION:			
Indicate period required for delivery after initial order			
Is the price firm?	YES		NO
Delivery basis and costs included (Ex stock, Ex-factory, etc)			

Approved for use!

**DECLARATION OF INTEREST – SBD4**

**BIDDER’S DISCLOSURE**

Respondents are to complete the bidder’s disclosure in full

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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:  
 .....  
 .....

<sup>1</sup> 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 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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<sup>2</sup> 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.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

Approved for use!

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

**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 all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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 bid are allocated as follows:

	<b>POINTS</b>
PRICE	80
Specific Goals	20
Total points for Price and Specific goals	100

1.5 Failure on the part of a bidder to submit proof of specific goals claim as stipulated on paragraph 4 below together with the bid, will be interpreted to mean that preference points claimed.

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

***(Note to organs of state: Where either the 90/10 or 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.)***

**SAHPRA SPECIFIC PREFERENTIAL PROCUREMENT GOALS**

Description / Goals		Allocated points		Evidence or Proof of claim	
		Preference Point System			
<b>Category A: Promotion of SMMEs</b>		<b>80/20</b>	<b>90/10</b>	<ul style="list-style-type: none"> <li>- Valid BBBEE certificate</li> <li>- Valid affidavit</li> <li>- Director(s)' certified ID copy</li> <li>- CSD report</li> </ul>	
<b>1.</b>	100% Black owned EME and QSE	20	10		
<b>2.</b>	At least 51% Black owned EME and QSEs	18	9		
<b>3.</b>	Zero and less than 51% Black owned EME and QSEs	16	8		
<b>Category B: Promotion of Historically Disadvantaged Individuals -HDI (Large enterprises)</b>		<b>BBBEE Level</b>	<b>Preference Point System</b>		<b>Evidence / proof of claim</b>
			<b>80/20</b>	<b>90/10</b>	
<b>4.</b>	<u>% Ownership</u>	All levels	20	10	<ul style="list-style-type: none"> <li>- CSD report</li> <li>- Valid affidavit</li> <li>- Valid BBBEE certificate</li> <li>- Directors(s) certified ID copy</li> <li>- Declaration / proof of disability issued by medical practitioner</li> </ul>
	a) 30% - 100% Black women		18	9	
	b) 51% - 100% Black youth		16	8	
	c) 51% - 100% Black people with - disability		14	7	
	a) 51% - 100% Black		12	6	
			8	5	
			6	4	
			4	2	
			0	0	
			8 and Non-compliant	0	
<b>Category C: Promotion of BBBEE Contributors - large enterprises</b>		<b>BBBEE Level</b>	<b>Preference Point System</b>		<b>Evidence / proof of claim</b>
			<b>80/20</b>	<b>90/10</b>	
<b>10.</b>	Nonblack and Non-HDI enterprises	1	12	6	Valid BBBEE certificate
		2	10	5	
		3	8	4	
		4	6	3	
		5 to non-compliant	0	0	

**5. BID DECLARATION  
DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. 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

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**.....

**DATE:** .....

**ADDRESS:** .....