LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	**HEDP 004/20/21**	CLOSING DATE:	**14 /12/2020**	CLOSING TIME:	**11:00**
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIOUS MEDICAL EQUIPMENT FOR THE LIMPOPO OF DEPARMTENT OF HEALTH-THIRTY SIX (36) MONTHS PERIOD.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Simango T.O / Ms Motene N.M**	CONTACT PERSON	**Ms. Matjila M**
TELEPHONE NUMBER	**015 293 6352 / 015 293 6350**	TELEPHONE NUMBER	**015 287 5243**
FACSIMILE NUMBER	**086 597 5073**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tintswalo.simango@dhsd.limpopo.gov.za**	E-MAIL ADDRESS	**Mancha.Matjila@dhsd.limpopo.gov.za**

SUPPLIER INFORMATION						
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	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	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 SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
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 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 – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder……Bid number…...……

Closing Time 11:00……..Closing date……..

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(APPLICABLE TAXES INCLUDED)
			R

- Required by: ……
- At: ……..……..
- Brand and model ……..……..……
-
- Country of origin ……..……..……

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……..…….
- Period required for delivery ……..…….

- Delivery: *Firm/not firm

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
= 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
= Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
= Index figure obtained from new index (depends on the number of factors used).
R1o, R2o = Index figure at time of bidding.
= 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD.4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
   - the bidder is employed by the state; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:……..

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): ……

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……..…

2.5 Tax Reference Number: …….

2.6 VAT Registration Number: ……

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES /NO**

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……

Name of state institution at which you or the person

connected to the bidder is employed : ……..…

Position occupied in the state institution: …….
Any other particulars:
……
……
……

2.7.1 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.1.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.1.2 If no, furnish reasons for non-submission of such proof:
……
……
……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
……...
……..….
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

……
……
……

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……

Signature Date

…… ……

Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have an NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US $10 million; or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US $3 million awarded to one seller over a 2 year period which in total exceeds US $10 million; or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US $10 million.

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…… Name (in print)……

Date……..

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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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

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**10**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2 DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3 POINTS AWARDED FOR PRICE

3.4 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.4 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5 BID DECLARATION

5.4 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.4 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7 SUB-CONTRACTING

7.4 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.4.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....…….……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.4 Name of company/firm:……..

8.5 VAT registration number:……..……

8.6 Company registration number:……..……..……

8.7 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.9 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.10 Total number of years the company/firm has been in business:……

8.11 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. …….. 2. ……	…….. SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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 In order 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 *audi alteram partem* 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.**	Yes ☐	No ☐
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)? **ster 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.**	Yes ☐	No ☐
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?	Yes ☐	No ☐
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?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:

SBD8

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**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 *pe 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 disregard 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. cancel 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 quotations, 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:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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 or not 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 consortium[3] will not be construed as collusive bidding.

7. In particular, 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.

……	……
Signature	Date
……	……
Position	Name of Bidder

Js914w 2

[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.**

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is_____% black owned;
- The enterprise is_____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date:_____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAFIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is_____% black owned;
- The enterprise is_____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one)_____of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**

100% black owned	**Level One** (135% B-BBEE procurement recognition	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date:_____

Commissioner of Oaths
Signature & stamp

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

. The General Conditions of Contract will form part of all bid documents and may not be amended.
. Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. 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 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally. 1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "**Day**" means calendar day. 1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order. 1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand. 1.10 **"Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 **"Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 "**GCC**" means the General Conditions of Contract. 1.15 "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and

		handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 "**Project site**," where applicable, means the place indicated in bidding documents. 1.21 "**Purchaser**" means the organization purchasing the goods. 1.22 "**Republic**" means the Republic of South Africa. 1.23 "**SCC**" means the Special Conditions of Contract. 1.24 "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 "**Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract,

	including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10.Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11.Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12.Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13.Incidental Services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14.Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15.Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

	15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract Amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual

	delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated. 23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information: i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector. 23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.

24. Anti-dumping and countervailing duties and rights	24.1 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25.Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26.Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27.Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28.Limitation of Liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
29.Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30.Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31.Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

	furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP 004 OF 20/21: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF VARIOUS MEDICAL EQUIPMENT FOR DEPARMTENT OF HEALTH- THIRTY SIX (36) MONTHS PERIOD.

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1. DEFINITIONS

1.1	# - means mandatory field
1.2	*"***Acceptable Bid***"* - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
1.3	"**Administrative Requirements**" – This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
1.4	**"All-inclusive maintenance plan"-** comprehensive package that covers all services, maintenance, all repairs including spare parts required, normal wear and tear requirements, transport and labour.
1.5	"**Bid***"* - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
1.6	"**Bidder Agent**" **-** means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
1.7	*"***Bidders***" -"* - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
1.8	"**Client***"* - means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
1.9	"**Comparative Price**" - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
1.10	"**Consortium**" - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
1.11	"**Department**" means the Limpopo Department of Health
1.12	"**Disability**" - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
1.13	"**Firm Price**" - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or

	abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
1.14	"**Goods**" – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health's delegate by the successful Bidder in terms of this bid.
1.15	"**Internal Collaboration**" **-** means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
1.16	"**Joint Ownership**" - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
1.17	"**Joint Venture**" **- (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
1.18	"**Licences**" - means conditional use of another party's intellectual property rights.
1.19	"**Management**" - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
1.20	"**Non-firm Price(s)**" - means all price(s) other than "firm" price(s).
1.21	"**Organ of State**" - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
1.22	"**Person(s)**" - refers to a natural and/or juristic person(s).
1.23	"**Prime Bidder**" – means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
1.24	"**Rand Value**" - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
1.25	"**SMME**" **–** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
1.26	"**Sub-contracting**" - means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

1.27	"**Successful Bidder**" - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
1.28	"**Trust**" **-** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
1.29	"**Trustee**" **-** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
1.30	**"Universal Medical Device Nomanclature System (UMDNS)"** - is a standard worldwide nomenclature for medical devices that has been officially adopted by many nations. It is produced by the ECRI Institute.

2. PURPOSE

The purpose of this request for bid (RFB) is to invite companies with a solid track record and experience in the supply, delivery, installation, commissioning and maintenance of medical equipment for the Limpopo Department of Health.

3. BACKGROUND

The department needs the equipment in order to ensure the effective and efficient medical services delivery at its institutions.

4. SCOPE OF WORK

The successful bidder(s) is/are expected to supply, deliver, install, commission and maintain the medical equipment specified under **"PRICING"** herein below for a period of thirty-six (36) months and as and when the need arises where applicable. The services may be rendered through once-off outright purchase.

5. ADMINISTRATIVE REQUIREMENTS

5.1. Provision of a Company profile;

5.2. Attachment of Central Supplier Database Registration Report (CSD).

5.3. **Manufacturing License:** Attested photocopy of valid Manufacturing License duly issued by the relevant Licensing Authority for the products quoted (if a dealer or distributor a Letter of consent and a copy of a license of the Principal Manufacturer).

5.4. **Import License of Bidder:** Attested photocopy of Import License, if the products are imported. The license must have been renewed and up to date.

5.5. Attachment of an attested Authorization letter from the original solution developer: Where the bidder is not the original equipment manufacturer (OEM), bidders must submit an appointment letter from the OEM authorizing the bidder to supply the solution and service in South Africa.

5.6. Attachments of an attested copy of the Annual Audited Financial Statements of the bidding company / in case of a JV both companies in the JV to include their Annual Audited Financial Statements - compiled by a registered auditor.

5.7. Attachment of an attested photocopy of a valid **CE Compliance** certificate on all equipment offered (Applicable Equipment).

5.8. Attachment of an attested photocopy of a valid **DICOM Compliance** certificate on all equipment offered.(Applicable Equipment)

5.9. Attachment of attested copy of a **Radiation Control Licence** on all equipment offered (Applicable Equipment)

5.10. Attachment of attested copy of valid **ISO9001:2008/ ISO9001:2015** (Quality Management Systems and **ISO13485:2016** (Medical Devices) certification issued by the relevant competent authority.

5.11. Attachment of Manufacturer's Authorization Letters from all the manufacturers of required medical equipment giving authority as a dealer or distributor for this bid (If applicable).

5.12. The bid price proposal is per equipment; therefore bidders have an option to bid for items of their choice or all items.

5.13. In case of Consortium and/or Joint Venture the following are required:

5.13.1. Signed agreement between involved parties;

5.13.2. Consortium or joint venture resolution authorizing a particular person to sign the

5.14. Submission of the following Standard Bidding Documents (Fully Completed and signed):

5.14.1. **SBD 1 -** Invitation to Bid**,SBD 3.2 -** Pricing Schedule non-firm prices**, SBD 4 -** Declaration of Interest form, **SBD 5 -** National Industrial Participation Programme, **SBD 6.1**. - Preference points claim form in terms of the preferential procurement regulations 2017, **SBD 8** - Declaration of Bidder's Past SCM Practices and **SBD 9** - Certificate of Independent Bid Determination.

NB: Failure to attach or complete and/or sign any of the designated arrears of the documents mentioned above shall invalidate your bid.

5.15. When submitting a bid document, bidders must enclose a scanned PDF copy of the completed bid document and mandatory attachments on a **Compact Disc (CD-R) or DVD-R (NO USB stick or CR-RW, DVD-RW)** marked with the company's name, bid number and bid description.

6. FUNCTIONALITY EVALUATION REQUIREMENTS

6.1. Proposal Eligibility Criteria

6.1.1. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Hospital Medical Equipment.

6.1.2. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.

6.2. Company Profile

6.2.1. The company profile must entail track record (experience) of the company in the provision of medical equipment. ***(Contactable References and Evidence e.g. Purchase Orders, Invoices and Contracts must be provided).***

6.2.2. In addition to an own company profile, bidders must complete the departmental provided company profile template herein referred to as ***Annexure A.***

6.3. Work Breakdown Structure / Project Methodology

Bidder(s) must provide a detailed work breakdown methodology structure which must be inclusive of the project plan, work schedule with clear deliverables and time frames. How the products will be sourced / manufactured and delivered to institutions, including warehousing, labour, equipment, transportation, etc. The breakdown structure must include the contingency plan in the project.

6.4. Financial Capacity of the Bidder

The financial capacity of the Bidder(s) shall be tested through the following documents:

6.4.1. Audited Financial Statements of the bidder / in case of a JV all companies to a JV must include their individual company's audited statements.

6.4.2. Any proof of support from accredited Financial Institution on primary funding when the tender is successfully awarded.

6.4.3. Proof of capacity to self-funding (Company Bank Statement) accompanied by audited annual financial statements for a period of three years.

7. EVALUATION CRITERIA

This bid shall be evaluated in **four (4) phases** as follows:

7.1. First phase: Administrative Compliance
7.2. Second phase: Mandatory requirement (#)
7.3. Third phase: Evaluation on Functionality
7.4. Fourth phase: Evaluation on Price and BBBEE

Bidders shall take note of the following guidelines:

7.1.1 The below administrative bidding requirements **MUST BE COMPLIED WITH** and **REQUIRED DOCUMENTS** must be attached before consideration for evaluation.

7.1.2 The bidder shall respond with **"Comply", "Not Comply"** or **"Not Applicable"** in the apportioned spaces. **The "Not Applicable"** answer shall only be considered where the response field has the wording **"If Applicable".**

NB: Bidders *may* be disqualified for failure to comply with the above guidelines when responding to administrative requirements.

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
a)	**Submission of the following standard bidding documents (fully completed and signed)**	
b)	**SBD 1:** Invitation to Bid**,**	
c)	**SBD 3.2:** Pricing Schedule (Non- firm Prices)	
d)	**SBD 4:** Declaration of Interest form,	
e)	**SBD5-** National Industrial Participation Programme**,**	
f)	**SBD 6.1**: Preference points claim form in terms of the Preferential Procurement Regulations 2017;	
g)	**SBD 8:** Declaration of Bidder's Past SCM Practices; and	
h)	**SBD 9:** Certificate of Independent Bid Determination.	
i)	Naming of the bidding company must be consistent in the request for bid (RFB) document, applicable EME or QSE original sworn affidavit, original or copy of valid B-BBEE Status Level Verification Certificate and the CSD report. Deviations to this pre-requisite may disqualify the bid.	
j)	Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
	Report (CSD) of the bidder. **NB Bidders must complete MAAA NO. as per SBD1**	
k)	Submission of an Own Company profile and **Completion of Annexure A: Portfolio of Current and Completed Contracts**	
l)	In case of a B-BBEE Exempted Micro Enterprise (EME) or B-BBEE Qualifying Small Enterprise (QSE) bidders may submit a valid Sworn Affidavit (copy attached to this bid) or submit an original or copy of valid B-BBEE issued by an Agency Accredited by the South African National Accreditation System (SANAS). Bidders other than EMEs and QSEs shall submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS **(If Applicable)**	
m)	**In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:**	
	Signed agreement between involved parties indicating the lead member;	
	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database **and the Joint Venture Shall submit a consolidated CSD Report**;	
	Consortium or Joint Venture resolution authorizing a particular person to sign the bid documents on behalf of the Consortium or Joint Venture (**Original)**	
	In the case of a JV/ Consortium, originally certified copy or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS must be submitted (**If Applicable**)	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
n)	Manufacturing License: Attested photocopy of valid Manufacturing License duly issued by the relevant Licensing Authority for the products quoted (if a dealer or distributor a Letter of consent and a copy of a license of the Principal Manufacturer).	
o)	Import License of Bidder: Attested photocopy of Import License, if the products are imported. The license must have been renewed and up to date.	
p)	Attachment of an attested Authorization letter from the original solution developer: Where the bidder is not the original equipment manufacturer (OEM), bidders must submit an appointment letter from the OEM authorizing the bidder to supply the solution and service in South Africa.	
q)	Attachments of an attested copy of the Annual Audited Financial Statements of the bidding company / in case of a JV both companies in the JV to include their Annual Audited Financial Statements - compiled by a registered auditor.	
r)	Attachment of an attested photocopy of a valid **CE Compliance** certificate on all equipment offered (Applicable Equipment).	
s)	Attachment of an attested photocopy of a valid **DICOM Compliance** certificate on all equipment offered. (Applicable Equipment).	
t)	Attachment of attested copy of a **Radiation Control Licence** on all equipment offered (Applicable Equipment)	
u)	Attachment of attested copy of valid **ISO9001:2008/ ISO9001:2015** (Quality Management Systems and **ISO13485:2016** (Medical Devices) certification issued by the relevant competent authority.	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
v)	Attachment of Manufacturer's Authorization Letters from all the manufacturers of required medical equipment giving authority as a dealer or distributor for this bid (If applicable).	
w)	Returnable documents must be chronologically indexed with a contents list	
x)	When submitting the bid document, bidders must burn both a scanned PDF Copy of the completed bid document, Printed Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule on a **Compact Disc (CD) or Digital Video Disc (DVD)** marked with the company's name, bid number and bid description. **All electronic data submitted must be an exact copy of the hard copy document**. Any discrepancies between the electronic and the hard copy may invalidate the bid.	

7.2 Second phase: Mandatory requirement (#)

7.2.1 Bids shall be assessed for compliance with the **Mandatory requirement (#)** in terms of the technical specification with regard to the equipment on offer. Bidders found not to be complying in terms of **Mandatory requirement (#)** will be disqualified and will not be considered for further evaluation.

7.3 Third phase: Evaluation on Functionality

7.3.1 The evaluation of the bids on functionality will be conducted by the Bid Evaluation Committee in accordance with the functionality criteria and values set below:

TOTAL SCORE			**100**	
ACCEPTABLE MINIMUM SCORE			**70**	
NO	**CRITERIA**	**WEIGHT**	**ELEMENT BREAKDOWN**	**SCORING VALUES**
a)	Experience in the supply, delivery, commissioning & maintenance of Medical Equipment as a manufacturer or a distributor.	**20**	Company experience in the provision and maintenance of medical equipment indicating current and previous contracts: **Number of Months:**	
			(61 Months and above)	**Excellent (5)**
			(48 - 60 Months)	**Very Good (4)**
			(24 - 48 Months)	**Good (3)**
			(12 – 24 Months)	**Average (2)**
			(0 to 12 Months)	**Poor (1)**
		15	Extent of the bidder's biggest current or past medical equipment project: **Value of a Single Highest Project:**	
			R 10 000 001 and Above	**Excellent (5)**
			R 7 000 001 To R 10 000 000	**Very Good (4)**
			R 4 000 001 To R 7 000 000	**Good (3)**
			R 2 000 001 To R 4 000 000	**Average (2)**
			R 01 To R 2 000 000	**Poor (1)**
b)	Human Resources (attach certified copies of qualifications and proof of product training certificates of technica	**20**	The Number of Qualified and Experienced Technical Personnel	
			Provision of Five (5) Technical Staff with / and: - Five (5) years technical experience. - Qualified as either Clinical/ Electrical/ Electronics/ Biomedical Engineering degree/ Diploma	**Excellent (5)**
			Provision of Four (4) Technical Staff with / and: - Four (4) years technical experience. - Qualified as either Clinical/ Electrical/ Electronics/ Biomedical Engineering degree/ Diploma	**Very Good (4)**

	l personnel.		**Provision of Three (3) Technical Staff with/and:** - Three (4) years technical experience. - Qualified as either Clinical/ Electrical/ Electronics/ Biomedical Engineering degree/ Diploma	**Good (3)**
			Provision of Two (2) Technical Staff with/and: - Two (2) years technical experience. - Qualified as either Clinical/ Electrical/ Electronics/ Biomedical Engineering degree/ Diploma	**Average (2)**
			Provision of One (01) Technical Staff with/and: - One (01) years technical experience. - Qualified as either Clinical/ Electrical/ Electronics/ Biomedical Engineering degree/ Diploma	**Poor (1)**
c)	Financial Capacity	**10**	Submission of Audited Annual Financial Statement for a three (3) consecutive financial years with an average annual turnover stipulated below:	
			R 10 000 001 and Above	**Excellent (5)**
			R 7 000 001 To R 10 000 000	**Very Good (4)**
			R 4 000 001 To R 7 000 000	**Good (3)**
			R 2 000 001 To R 4 000 000	**Average (2)**
			R 01 To R 2 000 000	**Poor (1)**
		10	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:	
			R 10 000 001 and Above	**Excellent (5)**
			R 7 000 001 To R 10 000 000	**Very Good (4)**
			R 4 000 001 To R 7 000 000	**Good (3)**
			R 2 000 001 To R 4 000 000	**Average (2)**
			R 01 To R 2 000 000	**Poor (1)**
d)	Project Methodology (Break-Down Structure)	**15**	Project Methodology Breakdown Structure Shall be allocated points as follows:	
			Pre-implementation Phase Activities	**Excellent (5)**
				Very Good (4)
				Good (3)
				Average (2)
				Poor (1)
		5		**Excellent (5)**

			Project implementation phase activities	**Very Good (4)**
				Good (3)
				Average (2)
				Poor (1)
		5	Contingency Plan	**Excellent (5)**
				Very Good (4)
				Good (3)
				Average (2)
				Poor (1)

7.3.6 Bidders shall in their presentations cover the following elements of the Work Break-Down Methodology Structure:

a) The project plan, work schedule with clear deliverables and time frames.

b) How the products will be sourced / manufactured and delivered to institutions, including warehousing, labour, equipment, transportation, etc.

c) The break down structure must include the contingency plan in the project.

d) The maintenance plans of equipment.

7.4 Fourth phase: Evaluation on Price and BBBEE

NB: Only bidders who scored a minimum of 70 points from the functionality evaluation will be eligible for the fourth stage of evaluation.

This bid shall be evaluated in terms of **90/10** preference points system.

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).

In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).

Should bidder(s) fail to submit the valid BBBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

8 KEY ASPECTS OF THE BID PROPOSAL

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

8.3 Bidders should initial every page of the bid proposal.

8.4 Bid documents have been properly signed and completed in the original ink and in handwriting. No copies of completed bid documents will be accepted.

8.5 All Standard Bidding Documents should be returned in their original form;

8.6 That their bids are substantially responsive to the bidding document;

8.7 Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.

8.8 Alterations/corrections must be signed. **No tipex/eraser allowed;**

8.9 Delivery period must be within the timeframe specified in the technical specification of each equipment.

8.10 Bidders must submit their bids on the stipulated closing date and time and late bids shall not be considered.

8.11 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining all the administrative requirements of the bid.

8.12 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

8.13 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.

9 BID AWARD & CONTRACT CONDITIONS

9.3 The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.

9.4 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.

9.5 The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).

9.6 The contract period will be in terms of the acceptance letter.

9.7 The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

9.8 The department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the specification.

9.9 The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

9.10 The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.

9.11 The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.

9.12 The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.

9.13 The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points

9.14 Awarding of the proposal will be subject to the Service Provider’s expressing acceptance of National Treasury General Conditions of Contract (GCC).

10 CONTRACT ADMINISTRATION

10.3 Successful bidder(s) must report to contract management unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.

10.4 Full particulars of such circumstances as well as the period of delay must be furnished.

10.5 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

11 PRICING

11.3 The equipment are itemized and bidders have an option to bid for items of their choice or all items. **Pricing will be evaluated per equipment.**

11.4 All prices charged must be inclusive of **business overheads and *VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law immediately after award.***

11.5 The price must also be inclusive of **delivery charges** (No delivery cost may be claimed separately).

11.6 Extended maintenance cost equaling factory standard maintenance plan and warranties must be provided for each Medical Equipment.

11.7 It is an express requirement of this request for bid that bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by providing a breakdown of the total bid price for all alterations including, air conditioning and electrical power requirements. The bidders must also provide a breakdown of the total bid price for both outright purchase and leasing option.

11.8 All prices quoted by suppliers will be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices shall be disqualified).**

12 PRICE ADJUSTMENTS

Price adjustment shall be applied for on an annual basis at the anniversary of the contract from commencement contract date. The request shall be considered through CPI.

13 RATE OF EXCHANGE (ROE) CLAIMS

Should the price be subjected to Rate of Exchange (ROE), claims for ROE variation will be considered. Claims for the rate of exchange variation will only be considered on receipt of requests from suppliers. All relevant documents must accompany the claims. Claims for ROE shall be applicable to suppliers that have, in their Bid documents, indicated the ROE at the time of bidding.

14 TECHNICAL SPECIFICATIONS REQUIREMENTS

14.3 General Requirements of the Specifications:

All equipment required and price quotations must take the following into account: (failure to demonstrate the consideration of these requirements may result in disqualification of the bid):

14.3.6 Installation and Alterations:

a) The bid price to include delivery, installation and commissioning of the equipment.

b) Cost for any additional alterations required to convert and refurbish the available space department must be stated in the bid price.

c) State delivery time.

d) State installation time.

e) Bidder to investigate if there is suitable access for the delivery of the equipment.

f) Compulsory site visit prior to installation

g) Site must be evaluated and all identified pre-installation gaps must be quoted prior to installation.

h) NB: The bidders must, separate from the total bid price, quote the cost of alterations per square meters for the following, amongst any other:

FOL	DESCRIPTION
1	**Roof**
2	**Ceiling**
3	**Painting**
4	**Cupboards or cabinets**
5	**Shelves**
6	**Walls**

NB: Should the bidder not quote all the building work and alterations that are necessary and required for installation of applicable equipment, omissions that were not quoted shall be to the cost of the bidder.

NB: The bidder must also, separately from the bid price, quote air conditioning requirements including maintenance and warranty – for applicable equipment.

14.3.7 Power Supply

a) Bidder must investigate the present electrical supply thoroughly and if any alterations are required, the bidder must also separately quote power supply requirements.

b) UPS preventing damage as a result of shortcomings or inconsistencies to the power supply must be included in the quoted price.

c) The bidder must certify that they would be responsible, under the terms of the warranty and subsequent service contracts, to meet all costs for damage occurring as a result of any electrical variations.

d) NB: Should the bidder not quote all the power requirements that are necessary and required for installation of applicable equipment, omissions that were not quoted shall be to the cost of the bidder.

14.3.8 Warranty

a) All medical equipment must be supplied with a warranty period of twenty four (24) months applicable after the date of commissioning inclusive of maintenance and service.

b) Bidders must supply a minimum of twenty-four **(24)** months warranty against poor workmanship and latent defects and parts. This must be all inclusive and include, amongst others, all parts, labour, traveling and accommodation.

c) Supplier should guarantee the availability of spare parts for the defined lifespan of the equipment.

d) The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.

14.3.9 Service

a) The successful bidder must enter into a thirty six (36) months comprehensive maintenance agreement with the department which will become effective after the expiry of the mandatory warranty period of twenty four (24) months**.**

b) Preference will be given to Companies which have an established service facility, with technicians that are experienced in the servicing of offered equipment within Limpopo Province or at least 350km from Polokwane.

c) Availability and reliability of service is of extreme importance to this Department.

d) Bidders to state whether a service Engineer / technician is able to reach the area of equipment within 3 hours of call.

14.3.10 Technical Compliance

NB: The technical specifications must be compliant to requirements of each medical equipment.

14.3.11 Training

a) The successful bidder will be responsible for sufficient training of the clinicians in the operation of the units on a continues basis for the duration of the warranty and service contract
b) Supply curriculum for on-site training. Assessment of staff after training with 100% pass rate for all the clinicians.
c) Follow up training. Supply details of training program Discuss with end user.
d) Comprehensive application / operation manuals to be supplied.

14.3.12 General

a) The department reserves the right to inspect the bidders' product on site regarding quality, performance, workmanship, etc. Before a final decision is made.
b) The successful bidder will be expected to maintain the equipment during the warranty period.
c) Therefore bidders are required to submit all-inclusive maintenance plans for the lifespan of the equipment at the time of bidding. Failure to do so will disqualify the bid.
d) All equipment on offer must be DICOM compliant – Proof of compliance must be included in bid offer.
e) Considerable life span including availability of spare parts of technology offered must be minimum 10 years for CR and Printers offered due to rapid advancement of digital radiography equipment. Please include written commitment from manufacturers.
f) In the case of X-Ray Machines, unlimited factory warranty on all maintenance plans offered to be included.
g) In the case of Flat Panel Detector upgrades or replacements, unlimited coverage should be included.
h) The units must comply with the acceptable international safety standards IEC-601-1, IEC-601-1-2 and IEC-60601/ IS13450 for medical equipment.
i) The bidder must install adequate electrical power supply for the optimal functionality of the equipment.

14.3.13 Bidder Site Inspection(Dual SPECT/CT gamma camera)

NB: Bidders must conduct site inspection at the Pietersburg Hospital to determine pricing for the Dual SPECT/CT Gamma Camera as infrastructural modifications may be necessary.

14.3.14 List of Equipment Required

The following list presents a list of required equipment for the listed procurement option by the department (**Bidders are not compelled to bid for all medical equipment)**:

15 CONSOLIDATED PRICING SCHEDULE

EQUIPMENT DESCRIPTION		OUTRIGHT BID PRICE (R)
ITEM 1	Hemodialysis machine	**R**
ITEM 2	Dual Head Spect /CT Gamma Camera	**R**
ITEM 3	ENT Microscope	**R**
ITEM 4	Mobile Ultra Violet Germ Killing Robot	**R**
ITEM 5	Plasma Sterilizer	**R**
ITEM 6	ESSENTIAL ACCESSORIES AND HARDWARE:	**R**
ITEM 7	LICENSING FEES	**R**
	TOTAL BID PRICE INCLUSIVE OF VAT	**R**

NB: Bidder must also attach detailed breakdown of the total bid prices.

NB: GENERAL REQUIREMENTS RELATED TO ALL MEDICAL EQUIPMENT

- **Training must be supplied locally free of charge on a continuous basis for the duration of the contract for all the medical equipment supplied.**

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SERVICE OF HEMODIALYSIS MACHINES FOR DEPARTMENT OF HEALTH- THIRTY SIX (36) MONTHS PERIOD.				
NO	**SPECIFICATIONS**	**TYPE**	**MANDATORY(SEE FOOTNOTE)**	**DETAILS OF OFFER**
System description	The machines that cleanses blood from patient suffering from kidney failure		#	
Standards of compliance	• IEC 601-1 • ISO 9001 • ISO 13485 • CE CERTIFICATE N**B: Copies of the above certificates must accompany the bid**		#	
	Bidders must state the Radiation Control Licence number of the make and model of the equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The licence must be registered under the bidders name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder		#	
Power requirements	The machine must have back up batteries which automatically take over in case of power failure.		#	
	The batteries must have the capacity for full operation of the machine for at least 45 minutes with batteries fully charged, under typical operating conditions.		#	
	The machine must be drip proof		#	
	The machine must have the battery power indicator		#	
	Mains cable must be at least three meters long with SABS approved 15A three prong plug.		#	
	The machine must have monitoring Screen with minimum 10” coloured LCD touch Screen.		#	

	Must display graphical and numerical values of treatment parameters		#	
	The machine must measure and display treatment parameters in real time.		#	
	The machine should have Acetate & Bicarbonate dialysis facility		#	
	The machine should have Sequential Ultra filtration facility.		#	
	The machine should have Arterial Venous & Transmembrane pressure monitoring facility.		#	
	Blood pump flow rate should be from 100 ml/min to 600 ml/min.		#	
	The machine should have facility Single Needle, conventional Hemodialysis, High -flux and Hemodia Filtration dialysis facility		#	
	The machine should have Volumetric Ultrafiltration System		#	
	It should have Air bubble detector with Optical Sensor (to check the presence of blood in extracorporeal blood circuit) at Venous clamp.		#	
	It should have Heparin Infusion Pump with rate of 1 to 10ml/min and Bolus Infusion of 5ml		#	
	It should have Blood leak Sensor which can differentiate between impurities and real blood.		#	
	Should accept different concentrate formulations, different Dialyzers and both adult and paediatric blood tubing sets		#	
	It should have Dialysate flow rate range from 100ml/min. to 1000ml/min.		#	
	It should perform self-test when switched on.		#	
	It should perform self-test before and during treatment to check for leaks.		#	

	Ultra filtration rate should be from 0 to 4L/Hr.		#	
	It should have Auto priming and rinsing of dialyzer and blood lines.		#	
	It should have Hot Rinsing, Hot Disinfection (Temperature above 70^0 C and degreasing facility with recirculation system.		#	
	It should have various chemo Thermal cleansing and disinfection programs. Furthermore, the machine must automatically disinfect the unit after every treatment. Disinfection shall be possible with any disinfectant universally used in such cases i.e. the system shall be open system.		#	
	It should have Ultrafiltration and Sodium Profiling facility		#	
	It should have Non-Invasive patient blood pressure and pulse rate monitoring		#	
	It must have the facility to upgrading to latest technology in future.		#	
	Alarms must be both audible and visual on the screen and give a short description of the alarm		#	
	The workstation must be capable of downloading data to a USB device or memory card.		#	
	Must allow end user to prescribe the therapy goal and immediately detect possible deviations during the course of the treatment		#	
	Must monitor the following in real time and continuously: • Blood volume (RBV) • Haematocrit value (Hct) • Haemoglobin value (Hb) • Dialysis dose • BPM		#	
	Must have bacterial filters		#	

	Dialysate temperature must be selectable between 35▫Cand 39▫C		#	
	Variable conductivity setting must be between 12 to 15mS/cm		#	
	Must display trends curves of all parameter for the duration of the treatment		#	
	Must have Heparin pump compatible with syringes sizes up to 50ml with pump flow rate from 1-10ml/hr(0.1ml increments)		#	
	Must have automatic malfunction diagnosis ability		#	
	Temperature measurement should be ± 0.2 °C accurate. The machine should have a body temperature control change rate of ± 0.5 °C/h		#	
	The machine should be compatible with water inlet pressure 1.5 – 6.0 bar and water inlet temperature 5 – 30 °C;		#	
	Compatible with Max. drain height 1 m Flush Rinse of water supply area (option)		#	
	• Drip stands (1 each per machine) • BP cuffs(standard and obese) (2 each per machine) • Disinfectants (100 litres)		#	
	A starter-pack of consumables must be supplied with the unit comprising of all the above accessories/consumables (20 treatments per machine)		#	

- **Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the contract duration.**

- **Bidder to supply training and operating manual when commissioning.**

SUPPLY,DELIVERY ,INSTALLATION, COMMISSIONING, MAINTENANCE AND SERVICE OF DUAL HEAD SPECT /CT GAMMA CAMERA FOR DEPARTMENT OF HEALTH-ONCE OFF PERIOD.				
NO	**SPECIFICATIONS**	**TYPE**	**MANDATORY(SEE FOOTNOTE)**	**DETAILS OF OFFER**
System description	It is a scintillation camera used in nuclear medicine to image gamma emitting radio isotopes.			
	The system should have the following components : • SPECT scanner that provides an dual detector variable angle gamma camera • Patient bed • One integrated acquisition and processing workstation		#	
	The system shall be able to perform non-uniform attenuation correction using CT attenuation maps acquired on any CT system capable to provide reconstructed transaxial CT slices in DICOM format , for cardiac and general SPECT imaging.		#	
	The winning bidder must de-commission the current Gamma Camera and place safely at a place to be identified by the department within its current hospital premises		#	
	DETECTOR			
	The system should have two (2) large field view digital detectors.		#	
	Detectors shall be shielded for high energies (up to 511 KeV)		#	
	The detectors should not be smaller than 9.5 mm with the field of view compatible to the size of the detectors.		#	
	At least one of the detectors shall permit caudal and cephalic tilt, allowing detector positioning close to imaging area, and detector motion shall allow patient imaging in sitting and standing positions.		#	
	Detectors shall have true rectangular field of view(i.e. field of view corners should be not clipped)		#	
	Useful Field of View shall be equal or larger than 52 cm x 37 cm (20.5 in x 14.5 in)		#	
	Bidder to specify crystal type and thickness of the detectors offered		#	
	Number of Photo Multipliers Tube per Detector should be greater than 56 PMT.		#	
	Energy Range from 60 KeV to 511 KeV		#	
	NEMA SPECIFICATIONS			
	Intrinsic Spatial Resolution (typical)		#	

	FWHM for CFOV < 4.0 mm		#	
	FWHM for UFOV < 4.0 mm		#	
	FWTM for CFOV < 8.0 mm		#	
	FWTM for UFOV < 8.0 mm			
	Intrinsic Energy Resolution <10%		#	
	Intrinsic Flood Field Uniformity (uncorrected) Differential CFOV < 3.0% Differential UFOV < 3.0% Integral CFOV < 3.0% Integral UFOV < 4.0%		#	
	Intrinsic Spatial Linearity		#	
	Differential CFOV < 0.25 mm		#	
	Differential UFOV < 0.25 mm		#	
	Absolute CFOV < 0.5 mm		#	
	Absolute UFOV < 0.8 mm		#	
	Maximum count rate (per detector) > 300 000 cps		#	
	Intrinsic spatial resolution at 75 000 cps		#	
	FWHM for UFOV < 4.3 mm FWTM for UFOV < 8.0 mm		#	
	Intrinsic Flood Field Uniformity at 75 000 cps Differential CFOV < 3.0 % Differential UFOV < 3.0 % Integral CFOV < 3.0% Integral UFOV < 4.0 %		#	
	System spatial resolution with scatter (LEHR collimator, distance 10 cm) FWHM for CFOV < 9.0 mm FWTM for CFOV < 20.0mm		#	

	System spatial resolution without scatter (LEHR collimator, distance 10 cm) FWHM for CFOV < 8.0 mm FWTM for CFOV < 15.0 mm		#	
	System Sensitivity per detector (Tc-99m, LEHR collimator) > 200 cts/min/uCi		#	
	Reconstructed system spatial resolution without scatter at 15 cm radius (LEHR collimator FBP) Central FWHM < 12.0 mm Radial FWHM < 12.0mm Tangential FWHM < 10.0 mm Reconstructed system spatial resolution without scatter at 15 cm radius (LEHR collimator iterative reconstruction) Central FWHM < 5.0 mm Radial FWHM < 5.0mm Tangential FWHM < 6.0 mm		#	
	GANTRY			
	The gantry should support variable angle configurability of the detectors including 90⁰, 180⁰ SPECT, and angle <90 degrees optimized for cardiac SPECT imaging.		#	
	Gantry and detector motion, hand controls shall be provided on both sides of the gantry.		#	
	The gantry shall have safety features including emergency stop buttons on both sides of the gantry, and patient contact sensors on each collimator.		#	
	The gantry shall be linked to the patient table and have the necessary sensors to recognize the patient table position at all times to prevent accidental collisions.		#	
	The gantry shall have CW and CCW rotation		#	
	The gantry shall support step and shoot as well as continuous SPECT detector rotation modes		#	
	The system shall support Non-circular orbits and automatic contouring for SPECT acquisitions with all detector configurations (90^0,$180^0$and $<90^0$)		#	
	The gantry shall allow lateral offset SPECT capability (e.g., allow heart to be centrally positioned in FOV during cardiac SPECT imaging).		#	
	The gantry port diameter should be at least 70 cm to accommodate imaging of large patients		#	

	GANTRY AND ACQUISITION STATUS			
	The status of the acquisition and gantry should be available at the gantry. (i.e., p-scope, dual detector acquisition display, patient positioning display, patient table and detector angle position, radius and tilt).		#	
	The display monitor at the gantry should be a touch-screen interface for patient positioning.		#	
	The system must have an integrated DVD player and USB port capable of reproducing high quality video and sound for patient entertainment and comfort.		#	
	PATIENT BED			
	The patient bed shall have a patient pallet thickness of ≤ 15 mm (≤ 0.6 in) to minimize distance between patient and detector during planar, SPECT rotation and whole body scans.		#	
	The patient bed shall have < 10 % attenuation for 140 keV photons.		#	
	The patient bed shall have motorized vertical & horizontal motion activated from the hand controls, as well as pre-set positions.		#	
	Minimum patient bed height should be 54 cm (21 in) or less for easy loading/ unloading of patients.		#	
	Patient bed shall have ability to position any part of body under the detectors without moving the patient. All pallet motions shall be activated from the hand controller.		#	
	The attenuation of the pallet at 140 keV should be < 10%		#	
	Bidder to specify the vertical motion of the bed		#	
	Whole body scan Length shall be at least 200 cm		#	

	Whole body scan width shall be equal or larger than 52 cm (20.5 in)		#	
	Whole body scan speed should have a minimum of 1.5 in/min (3.8 cm/min) or less and a maximum of 230 in /min (584 cm/min)		#	
	Patient Table: Maximum patient load shall not be < 200 kg		#	
	Computer System Minimum Requirements			
	Processing workstation shall have minimum 3.0 GHz and 1 GB RAM.		#	
	Display matrix shall be 1280 X 1024 or better.		#	
	Hard disk shall have a storage capacity of at least 1TB.		#	
	The acquisition computer system shall have the capability of acquiring and processing SPECT and SPECT/CT studies within the same workflow and on the same console simultaneously		#	
	The processing workstation shall be capable of supporting dual monitor display		#	
	The system should be user friendly and easily configurable (acquisition, processing and display).		#	
	The user shall be capable of setting and changing the display configuration without the need to use sophisticated programming language.		#	
	The system shall support user-defined SPECT and SPECT/CT acquisition and processing protocols.		#	
	The user should be able to create, change, and combine acquisition and processing protocols easily and quickly.		#	
	The system shall support automated data transfer for viewing, automated archiving and hardcopy printing.		#	

	The software shall offer on-line help capability.		#	
	ACQUISITION SYSTEM REQUIREMENTS			
	User shall have the ability to modify acquisition parameters easily and quickly.		#	
	Simultaneous acquisition and processing capability on same computer must be possible		#	
	The system must have independent energy window selection		#	
	Number of energy windows supported should be at least 6 windows per detector		#	
	Bidder to specify energy window width.		#	
	The system shall support symmetric and asymmetric energy windows		#	
	Bidder to state indicate the following : • Camera hand control • Computer • Persistence Scope		#	
	The system shall allow the user to combine acquisition and processing protocols in one protocol. In addition the system shall be capable of combining multiple SPECT acquisitions (e.g. Cardiac Stress & Rest acquisitions) in one protocol.		#	
	STATIC ACQUISITION Matrix size: • 64 x 64 • 128 x 128 • 512 x 512 • 1024 x1024		#	
	Must Continuous display the following during acquisition: Time to completion of study, counts, elapsed time and image.		#	
	DYNAMIC IMAGE ACQUISITION			

	Matrix size: • 64 x 64 • 128 x 128 • 256 x 256		#	
	WHOLE BODY ACQUISITION			
	Whole body scan length shall be at least 200 cm		#	
	GATED IMAGE ACQUISITION			
	Matrix Sizes : • 64 x 64 • 128 x 128		#	
	The system must have both Buffered beat and Bad beat rejection		#	
	SPECT ACQUISITION			
	Cardiac SPECT capability with 90 deg detector configuration		#	
	Cardiac SPECT capability with <90 deg detector configuration		#	
	SPECT with step and shoot and acquire during step acquisition		#	
	Variable zoom factors up to 3.0 or greater		#	
	Bidder to state Variable start angle		#	
	The system must have Dual isotope SPECT capability		#	
	Accepted and rejected beats shall be saved separately in the patient file to ensure high statistical accuracy with the summed image		#	

	The system must have Forward/Backward framing by a user-defined %		#	
	The system must have End study by time per view or number of accepted beats per view.		#	
	COLLIMATORS			
	Collimators change should include some level of automation.		#	
	Collimator changing shall be possible without moving the patient table away		#	
	The system shall offer integrated automatic collimator changing option for effortless collimator change		#	
	NETWORKING REQUIREMENTS			
	The system shall offer to the user the capability to access patient data, process, and view studies from anywhere on the network.		#	
	The system shall offer to the user the capability to access processing protocols from anywhere on the network, with the capability to pause and resume processing.		#	
	The system shall offer to the user the capability of saving a study during any stage of processing on the hard disk and also the capability of retrieving the study and continue processing it exactly from the same point when it was saved.		#	
	The system shall be able to display and compare quickly and easily patient studies obtained with other imaging modalities.		#	
	The system shall offer optional viewing capability for dedicated PET and SPET/CT studies.		#	
	The system must be DICOM compatible for RIS / HIS and PACS connectivity.		#	
	Quality Control			
	The system shall offer optional automatic quality control capability for SPECT to save technologist time, radiation exposure, and effort.		#	

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SERVICE OF PORTABLE EAR, NOSE AND THROAT OPERATING MICROSCOPE (OPMI) FOR USE MAINLY IN OTOLOGIC AND PHARYNGO-LARYNGOLOGIC SURGERY: ONCE-OFF PERIOD.				
NO	**SPECIFICATIONS**	**TYPE**	**MANDATORY(SEE FOOTNOTE)**	**DETAILS OF OFFER**
System description	HD surgical microscope with integrated HD Camera and Screens for use in Microsurgery of the Ear Nose and Throat		#	
	The unit should have a slim compact microscope body		#	
	The axes of suspension system and microscope should be lockable		#	
	It should have a bright LED and a backup light as well.		#	
	The brightness should be adjustable by the operator **(ZOOM DEPENDENT BRIGHTNESS *AND* MAGNIFICATION- DEPENDENT TRAVEL SPEED) WITH APOCHROMATIC OPTICS**		#	
	It should have control display of user parameters which can be saved		#	
	The unit should have handgrips with additional functions		#	
	It should have selective opening of (magnetically) locked axes		#	
	The unit should have programmable keys (e.g. for brightness releasing 35 mm video camera)		#	
	Handgrips should be able to rotate for operation from the assistant's side		#	
	FOCUSING			
	It should have a motorised focusing range (working distance) of 200 – 510 mm (without objective lens changing); 180 degrees tiltable tube focal length of 160-180mm, with 10x/12B wide field **{Inclinable (160 OR 200º)}** eyepieces		#	
	Have automatic adaptation of focusing speed to the magnification in at least 2 steps		#	

	Zoom with ratio 1:6; motorized, (manual emergency operation)			
	Variably illuminated field diameter of 8 – 12 mm		#	
	It should have constant brightness in the eyepiece over the entire magnification range		#	
	Flexible positioning of handgrips		#	
	Magnetic locking of microscope axes and suspension system		#	
	Interface: a) Programmable for many users b) Two, freely programmable keys on handgrip and foot control c) Display of working distance and magnification		#	
	The system should have a filter slide with yellow or green filter as well as spot diaphragm		#	
	Floor stand should include powered column with cable of 1850 – 2440 mm		#	
	VIDEO			
	At least 22" HD video touchscreen on extendable arm		#	
	Integrated 3-CMOS SD video camera		#	
	Integrated video still image capturing on HDD and USB-media		#	
	CO-OBSERVATION SYSTEM			
	Face-to-face with StereoBridge Left/Right with Stereo Co-observer		#	
	Connectivity/Data management			

	Video-in for external SD video sources		#	
	Interface for micromanipulator		#	
	The unit must be fully mobile.		#	
	The wheels must have breaks (lockable)		#	
	It must have a lens protector and cover for the whole unit whilst not in use		#	
	Must include stereo bridge with 0 – 180 degree tiltable binocular tube		#	
	Stereo bridge must provide identical viewing and working position for both sides		#	

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SERVICE OF MOBILE ULTRA VIOLET GERM KILLING ROBOT FOR THE DEPARTMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS.

NO	SPECIFICATIONS	TYPE	MANDATORY(SEE FOOTNOTE)	DETAILS OF OFFER
System description	It is a device used to destroy viruses, bacteria and fungal spores and disinfect using UVC light.			
Compliance standards	**Must conform to the following standards:** IEC 601-1 ISO 9001 ISO 13485 CE CERTIFICATE **NB: Copies of the above are must be submitted**.		#	
Registration with South African Health Products Regulatory Authority(Radiation control):	Bidders must state the Radiation control Licence number of the make and model of the equipment offered. **NB: In case this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document.**		#	
	Radiation Control Licence must be registered under the bidders name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.		#	
Operating mode	Electric 230V ac, 50Hz		#	
	Bidder to supply technical specifications and brochure of the equipment offered		#	

	The robot must not use/produce toxic material		#	
	Must be able to destroy the DNA of bacteria, viruses and fungi in order to neutralise them and prevent them from replicating		#	
	Must be able to kill 99,90% of germs on high-touch surfaces and 99.99% of airborne germs		#	
	Must have a LCD touchscreen interface		#	
	Must have an integrated cooling system and a reflector system to focus UVC light on “high-touch” surfaces		#	
	Must give a visual or adjustable audible alarm when operating		#	
	Must be able to automatically stop working when sensing motion.		#	
	Must be able to disinfect to high-touch surfaces and decontaminate of air		#	
	Must be able to disinfect and decontaminate areas of a minimum of 100 and maximum of 300 square metres		#	
	Bidder to indicate operational and functionality safety features		#	
	Must be able to emit continuous germicidal UVC light spectrum		#	
	Must be able to emit UVC wave range of 230 to 300 nanometres (nm)		#	
	Must allow user to select surface square meters to be treated		#	

	It must give an indication to show treatment is complete and automatically switchboard		#	
	Must have castor wheels with breaks		#	
	The robot must be compact		#	
	The mains cable of the unit being quoted for must be 15 amp 3 prong hospital grade (rubber to with 2 screws) type and it must be a minimum length of three (3) meters.		#	
Accessories	Must come with a starter pack of accessories		#	
	2 X extra bulbs		#	

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SERVICE OF PLASMA STERILIZER FOR THE DEPARTMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS.

NO	SPECIFICATIONS	TYPE	MANDATORY(SEE FOOTNOTE)	DETAILS OF OFFER
System description	Low Temperature Sterilizer that deliver rapid and safe sterilization for delicate instruments that are sensitive to heat and moisture		#	
Compliance standards	**Must conform to the following standards:** IEC 601-1 CE CERTIFICATE EN 13060/1-4 EN 50081-2 EN 50082-2. ISO 17665 SANS 982: 2009 **NB: Copies of the above are must be submitted**.		#	
Registration with South African Health Products Regulatory Authority(Radiation control):	Bidders must state the Radiation control Licence number of the make and model of the equipment offered. **NB: In case this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document.**		#	
	Radiation Control Licence must be registered under the bidders name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.		#	
Operating mode	220-240V Ac, 50Hz		#	
	Power consumption of the unit must not exceed 2.5 kVA		#	
	The unit offered must be fully automatic, microprocessor controlled and feature advanced technology for safe low-temperature plasma sterilization.		#	
	The unit's frames, external panels, valves, piping and internal shelving must be constructed from 316 grade stainless steel material		#	

	The Plasma Sterilizer shall use hydrogen peroxide (H_2O_2) as sterilization agent		#	
	The unit shall have processing cycles, which are pre-programmed with the recommended sterilizing cycles as follows (±5 mins)		#	
	Fast Cycle time: 40 mins		#	
	Standard Cycle time: 50 Mins		#	
	Advanced Cycle time: 60 Mins		#	
	The sterilization temperature must be within + 45^{O}C to 50^{O}C		#	
	The unit offered shall have auto interlock and open pressure monitoring system that ensures all chamber pressure has been released prior to allowing the door to open		#	
	Display must display perform the following: Date and time Temperature Set point follow up Cycle selected Phase System errors		#	
	The unit shall have a built in wheels to provide mobility		#	
	The unit must be a Single auto sliding door and two shelves		#	
	The chamber must be able to withstand pressure from vacuum up to 3.5 bars		#	
	The sterilizing chamber shall be in stainless steel and rectangular with stainless steel instrument loading trays to hold pouches in the correct position.		#	
	The usable volume of the chamber shall be between 145 Litres to 160 Litres		#	
	The unit offered shall have a built in thermal printer that automatically and continuously monitor and record dates,		#	

	time of day, load, identification no. alarms, error display and operating parameters.			
	The front panel on the unit shall have user interface control panel, clear menu system icons, visual messages and warning alarms.		#	
	Must release no toxic residue in the atmosphere		#	
	The unit must be mounted on a strong, robust and compact trolley manufactured from corrosion free material.		#	
	The trolley must have no sharp corners and be easy to clean.		#	
	The trolley must have at least four antistatic castors of diameter 100 mm or greater.		#	
	Trolley must have two lockable castors or a central locking brake.		#	
	Trolley must have accessible handles for ease of movement		#	
	Data management:			
	The workstation must be capable of downloading data to a USB device or memory card.		#	
Accessories	Thermal printing paper rolls (Packet of 10)		#	
	Instrument loading tray		#	
	Hydrogen Peroxide cassettes or Cartridges (Pk of 5)		#	
	Biological Indicators		#	

ANNEXURE A: COMPANY PROFILE (BIDDER'S EXPERIENCE)

The Bidder/s must furnish a list of the following particulars of relevant experience in the comprehensive maintenance, service and repairs of renal dialysis medical equipment. The bidder must in addition attach proof of references e.g. previous contract or order and disbursement reports/payment advice. Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

FOL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	NAME OF CLIENT	PLACE (TOWN)	CONTRACT COMMENCEMENT DATE Day, Month and Year	CONTRACT END DATE Day, Month and Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)	CLIENT CONTACT PERSON AND CONTACT NUMBER
1							
2							
3							
4							
5							
6							
7							
8							

17. ENQUIRIES

Physical Address	Technical Enquiries	Bidding Process
Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699	Ms. Matjila MT 015 287 5243	Ms Motene NM (015) 293 6350