

BID DOCUMENT NUMBER: **ZNB 5284/2021-H:**

DESCRIPTION: PROVISION OF HAEMODIALYSIS SERVICES TO SELECTED INSTITUTIONS IN KWAZULU-NATAL DEPARTMENT OF HEALTH: 3 YEAR CONTRACT

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

**BIDDER TO NOTE THE FOLLOWING**

**CLOSING DATE AND TIME:**

Date: 21 JUNE 2021

Time: 11: 00AM

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# SECTION A: INVITATION TO BID

## PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	ZNB 5284/2021-H	CLOSING DATE:	21 JUNE 2021	CLOSING TIME:	11: H 00 AM
DESCRIPTION	PROVISION OF HAEMODIALYSIS SERVICES TO SELECTED INSTITUTIONS IN KWAZULU-NATAL DEPARTMENT OF HEALTH: 3 YEAR CONTRACT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VATREGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR ]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Tenders@kznhealth.gov.za	CONTACT PERSON	Dr. Moji
TELEPHONE NUMBER	033 815 8361	TELEPHONE NUMBER	033 395 2816
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Tenders@kznhealth.gov.za	E-MAIL ADDRESS	Teboho.moji@kznhealth.gov.za

## PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

## **SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

<http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx>

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

## SECTION C: AUTHORITY TO SIGN A BID

### A. COMPANIES

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

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on .....20.....,  
..... (Full name)  
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of  
.....(Name of Company).

IN HIS/ HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: ..... (PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 ..... DATE: .....

2 ..... DATE: .....

---

### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name)  
hereby confirm that I am the sole owner of the business trading as:  
.....(Name of Business)

SIGNATURE..... DATE.....

---

### C. PARTNERSHIP

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

.....(name of partnership)

hereby authorise ..... (full name) to sign this  
bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this  
bid and/ or contract on behalf of

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

#### D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

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

.....(Name of Close Corporation)

Trading as .....(Trading name).

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 ..... **DATE:** .....

2 ..... DATE: .....

### E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

..... (full name) whose signature

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

.....(Name of cooperative)

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/ HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**FULL NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1 .....

**DATE:** .....

2 .....

**DATE:** .....

---

## **F. JOINT VENTURE**

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the Joint Venture partners  
on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Joint Venture)

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (ENTITY NAME):** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (ENTITY NAME):** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/ HER CAPACITY AS:** .....



**SIGNED ON BEHALF OF (ENTITY NAME):** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/ HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (ENTITY NAME):** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/ HER CAPACITY AS:** .....

---

## **G. CONSORTIUM**

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the Consortium on.....20.....  
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection  
with this bid on behalf of:

..... (Name of Consortium)

**IN HIS/ HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

## SECTION D: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, 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 (Shareholder, Director, Sole Proprietor, Member, Partner, Trustee):

.....

2.4 Registration number of Company, Sole Proprietor, Close Corporation, Partnership, Joint Venture, Consortium or Trust:

.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.7 The names of all Shareholders/ Directors/ Sole Proprietors, Members, Partners, Trustees, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 3 below.

**“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.

**“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.

2.8 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:  
.....  
.....  
.....

2.9 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**

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.

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

2.10 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**

If so, furnish particulars:  
.....  
.....  
.....

2.11 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**

If so, furnish particulars.  
.....  
.....  
.....

2.12 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**

If so, furnish particulars.

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

2.13 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

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

**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

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

## CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)**

This is to certify that I

.....

(Name of bidder/authorized representative)

Who represents

.....

(State name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

## SECTION G: 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 ( ) Status Level of Contribution

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

### 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. The value of this bid is estimated **not to exceed or exceeds R50 000 000** (all applicable taxes included) and therefore the **80/20 and 90/10** preference point system shall be applicable.
- 1.3. Points for this bid shall be awarded for:
- (a) Price; and
  - (b) Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:
- | CATEGORY  | POINTS     |
|---|------------|
| PRICE   | 80 or 90   |
| STATUS LEVEL OF CONTRIBUTOR                       | 20 or 10   |
| <b>Total points for Price and must not exceed</b> | <b>100</b> |
- 1.5. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.
- 1.6. The department 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 department.

### 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) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;



- f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **“Co-operative”** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **“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;
- i) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **“prices” includes** all applicable taxes less all unconditional discounts;
- l) **“proof of status level of contributor” means:**
  - 1) Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the Act;
- m) **“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;
- n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b).

### 3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

- 4.1 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 status level of contribution in accordance with the table below:

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

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

#### 6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 Status Level of Contributor: = ..... (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: .....

8.8 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 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 .....

.....

.....

## SECTION H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids 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). 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**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 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

**SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS**

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Bidder)

**SECTION J: GENERAL CONDITIONS OF CONTRACT**

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

❖ I have read, understand and accept the General conditions of the contract which are binding upon me.

.....  
**Signature**

.....  
**Date**

.....  
**Name of Bidder**



## **SECTION K: SPECIAL TERMS AND CONDITIONS**

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
- iv. National Treasury guidelines, and
- v. Revised PPPFA Regulations of 2017

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.**
- (b) Only bidders that fully meet the specifications and all conditions will be considered.**

### **1. CONDITIONS OF BID**

The bid is issued in accordance with the following conditions:

#### **1.1 ACCEPTANCE OF A BID**

- 1.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid. It is the intention of the Department to make multiple awards based on the 4 regions
- 1.1.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

#### **1.2 B-BBEE STATUS LEVEL**

- 1.2.1 A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

#### **1.3 CERTIFICATE OF COMPLIANCE**

- 1.3.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- 1.3.2 Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 1.3.3 The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies,

Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

- 1.3.4 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 1.3.5 Any specification/s and conformity testing will be for the account of the prospective bidder.
- 1.3.6 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

#### **1.4 COMPLIANCE WITH SPECIFICATION**

- 1.4.1 Offers must comply strictly with the specification.
- 1.4.2 Offers exceeding specification requirements will be deemed to comply with the specification.
- 1.4.3 The quality of services/ supply must not be less than what is specified.

#### **1.5 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

**Complete applicable returnable schedule (Annexure A), hereunder.**

- 1.5.1 Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.
- 1.5.2 The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.
  - i. Date of commencement of contract/s;
  - ii. Expiry date/s;
  - iii. Value per contract;
  - iv. Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and
  - v. A summary of the functions/activities that were performed as part of the contract.

#### **1.6 LATE BIDS**

- 1.6.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 1.6.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.**MORE THAN ONE OFFER/ COUNTER OFFERS**
- 1.6.3 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

- 1.6.4 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 1.6.5 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

#### **1.7 ONLY ONE OFFER RECEIVED**

- 1.7.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available.

## **1.8 AWARD OF BID (S)**

- 1.8.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid per region provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. **The Department reserves the right to negotiate a flat rate with all the compliant service providers.**
- 1.8.2 Notification of the intention to award of bid shall be in the same media that the bid was advertised.
- 1.8.3 After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

## **1.9 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 1.9.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 1.9.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

## **1.10 TAX COMPLIANCE REQUIREMENTS**

- 1.10.1 Bidders must ensure compliance with their tax obligations.
- 1.10.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

## **1.11 TRUST, CONSORTIUM OR JOINT VENTURE**

- 1.11.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 1.11.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 1.11.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 1.11.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 1.11.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 1.11.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the

Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

1.11.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

1.11.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

#### **1.12 VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

1.12.1 The validity (binding) period for the bid will be **120 days** from close of bid.

1.12.2 However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

#### **1.13 INFORMATION REQUIRED FROM BIDDER (please mark as Annexure B)**

1.13.1 Bidders must provide the following particulars about themselves as part of the bid:

- |  |   |                          |
|--|---|--------------------------|
| a) Where they have their Headquarters.     | } | Details to be supplied   |
| 2. Where they have their Regional Offices. |   | On company's Letterhead. |

## **SPECIAL CONDITIONS OF CONTRACT**

### **2.1 AMENDMENT OF CONTRACT**

- 2.1.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health's Bid Adjudication Committee approval.

### **2.2 CHANGE OF ADDRESS**

- 2.2.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

### **2.3 DELIVERY AND PACKAGING**

- 2.3.1 Basis of delivery: Delivery of services must be made in accordance with the instructions appearing on the official order form (selected institutions).
- 2.3.2 All deliveries must take place from Monday to Friday between 08h00 and 14h00.
- 2.3.3 In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 2.3.4 The delivery performance of a contractor will be closely monitored and any subsequent orders will only be issued to the contractor that has proved to be competent with their delivery performance.
- 2.3.5 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.
- 2.3.6 contractor's responsibility to off load the delivery vehicle.
- 2.3.7 Order details must be presented upon delivery on delivery notes.
- 2.3.8 The following information must appear on the outer packaging of the carton/box:
- (a) Name of the manufacturer/supplier
  - (b) Description of item
  - (c) Date of manufacture

### **2.4 DELIVERY CONDITIONS**

- 2.4.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.
- 2.4.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 2.4.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 2.4.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 2.4.5 All invoices must be submitted in the original.
- 2.4.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

- 2.4.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of contract management, supply chain management, Department of Health.

## **2.5 ENTERING OF HOSPITAL/CLINIC STORES**

- 2.5.1 No representative from a company shall be permitted to enter hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

## **2.6 EQUAL BIDS**

- 2.6.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for.
- 2.6.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 2.6.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

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

## **2.7 FIRM PRICES AND ESCALATIONS**

- 2.7.1 This bid requires that all bid prices offered are firm for the contract period. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 2.7.2 In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.
- 2.7.3 Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range.

## **2.8 STATEMENT OF SUPPLIES AND SERVICES**

- 2.8.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:
- (i) Name of institution
  - (ii) Orders received – order number & catalogue number & quantity delivered.
  - (iii) Price
- 2.8.2 Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

### **a) SUPPLIER MEASURES**

- Delivery period adherence
- Quality adherence

#### **b) END USER MEASURES**

- On time payment
- Rand value of invoices not paid on time
- Actual quantities ordered vs. estimated quantities forecasted
- On time order placement

2.8.3 This information will be submitted at the expense of the contractor.

### **2.9 INSPECTION FOR QUALITY**

2.9.1 All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

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

### **2.10 INVOICES AND PAYMENTS**

2.10.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

2.10.2 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

2.10.3 A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

2.10.4 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

2.10.5 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of stores;



- (ii) If there is no response from stores, the finance manager of the institution must be contacted;

**NB: The Chief Director: Accounting Services will then take appropriate action**

## **2.11 IRREGULARITIES**

- 2.11.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **2.12 PERIOD OF CONTRACT**

- 2.12.1 The contract period shall remain in force for a period of **three years (3)** from date of signing of official contracts. KwaZulu-Natal Department of Health
- 2.12.2 The Department of Health reserves the right to terminate the contract with any Bidder should the Bidder fail to fulfil his/her contractual obligations in terms of the contract.

## **2.13 ROLL OUT PLAN**

- 2.13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract desired. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the proposal. The bidder must submit a detailed project implementation plan that the company will utilise to successfully execute the contract. This plan must form part of the proposal.

## **2.14 CONFIDENTIALITY**

- 2.14.1 The Bidder's staff that comes into contact with Department of Health confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

## **2.15 QUALITY CONTROL TESTING OF PRODUCTS**

- 2.15.1 The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.
- 2.15.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:
  - (i) Testing charges will be for the account of the principal contractor;
  - (ii) Possible cancellation of the contract with the principal contractor;
  - (iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

## **2.16 RATE OF EXCHANGE**

- 2.16.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.

- 2.16.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.
- 2.16.3 The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.
- 2.16.4 This clause must be read in conjunction with paragraphs 2.7.1, 2.7.2 and 2.7.3.

## **2.17 SAMPLES**

- 2.17.1 Samples will not be accepted with the closing of the bid document.
- 2.17.2 A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- 2.17.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.
- 2.17.4 Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.
- 2.17.5 The Department shall not be obliged to pay for such samples. Representative samples will be accepted.
- 2.17.6 The Department reserves the right not to return such samples and to dispose of them at its discretion.
- 2.17.7 Samples must be clearly marked: Item number:
- Brand Name
  - Name of the Company
  - Bid number
  - Name of the manufacturer/supplier
  - Description of item
  - Date of manufacture
- 2.17.8 The award of this bid will be based on the sample / brand submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the Department in writing, giving reasons why they want to change the product being supplied, which the Department shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Department. If there is a change in the product being supplied, and no prior approval has been granted, the Department reserves its right to cancel the contract.

**N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration**

## **2.18 TAX AND DUTIES**

- 2.18.1 Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).
- 2.18.2 Bidders who are VAT vendors must provide proof that they are VAT registered.
- 2.18.3 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

## **2.19 TAX CLEARANCE CERTIFICATE**

- 2.19.1 An original Tax Clearance certificate may be submitted with the bid before the closing date and time of the bid. Bidders should note that the contents of the Tax Clearance Certificate may be verified through Central Supplier Database to ensure that the information on the Certificate correlates with the updated status provided by South African Revenue Services on the Central Supplier Database.
- 2.19.2 Where an original Tax Clearance Certificate is not submitted with the bid, the Department will use the Central Supplier database to verify the tax matters of the bidder.

**NB: Information as contained on the Suppliers database must be valid/correct. Non-compliance with Tax Requirement will render the bid null and void**

## **2.20 UNSATISFACTORY PERFORMANCE**

- 2.20.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
  - (i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:
    - (a) Take action in terms of its delegated powers
    - (b) Make a recommendation to its head office, central supply chain management for cancellation of the contract concerned.
  - (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## **2.21 CESSION OF CONTRACTS**

- 2.21.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 2.21.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2.22 DISCREPANCIES**

- 2.22.1 Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **2.23 FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 2.23.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 2.23.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 2.23.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 2.23.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 2.23.5 In the event of the Province availing itself of the remedies provided for in paragraph 2.25.2:
- i. the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
  - ii. if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 2.23.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 2.23.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **2.24 REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 2.24.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- i. Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
  - ii. Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
  - iii. For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 2.24.2 Should the Province elect to act in terms of paragraph 2.26.1 (iii). it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 2.26.1.(i), the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 2.24.3 Should the Province act in terms of paragraph 2.26.1 (iii) the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **2.25 OFFERING OF COMMISSION OR GRATUITY**

- 2.25.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **2.26 PREFERENCES**

- 2.26.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right: -
- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and/or
  - ii. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - iii. The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **2.27 EXPORT LICENCES**

- 2.27.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- i. Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
  - ii. If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **2.28 RESTRICTION OF BIDDING**

2.28.1 The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:
  - ✓ The grounds for restriction;
  - ✓ The period of restriction which must not exceed 10 years;
    - ✓ A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
  - ✓ May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
  - ✓ Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
  - ✓ The name and address of the entity/ person to be restricted;
  - ✓ The identity number of individuals and the registration number of the entity; and
  - ✓ The period of restriction.

National Treasury will load the details on the Database of Prohibited Vendors.

## **2.29 CONTRACTOR'S LIABILITY**

- 2.29.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

- 2.29.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

### **2.30 PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 2.30.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 2.30.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

### **2.31 RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 2.31.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 2.31.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

### **2.32 USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 2.32.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 2.32.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 2.32.1 except for purposes of performing the contract.
- 2.32.3 Any document, other than the contract itself mentioned in GCC clause 2.32.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or as required by the Province.
- 2.32.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

**ANNEXURE A: PREVIOUS AND CURRENT CONTRACTS OF BIDDER**

As a bidder my organization has never had past or current contract agreements.

**OR**

The bidder must furnish the following details of all current/past contracts

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS (THAT IS, WITH WHOM HELD, PHONE NUMBER AND ADDRESS/S OF THE COMPANY.)	FUNCTIONS/ ACTIVITIES THAT WERE PERFORMED

**Signature (Bidder)** \_\_\_\_\_

**Date** \_\_\_\_\_



**SECTION M: PRICING SCHEDULE: refer to specification schedule for item description**

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

**REGION 1: ILEMBE AND ETHEKWINI**

DESCRIPTION: PART A: PROVISION OF INTERMITTENT RENAL REPLACEMENT THERAPY PER 4 HOUR SESSION

Rate per patient per 4 hour sessions **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and Service Provider Equipment**

R.....

**Total** R.....

**Vat** R.....

**Total Price with Vat** R.....

AMOUNT IN WORDS.....

- Required by: KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 1: ILEMBE AND ETHEKWINI

DESCRIPTION: PART A: PROVISION OF CONTINUOUS RENAL REPLACEMENT THERAPY PER 24 HOUR SESSION

Rate per patient per 24 hour sessions **with DoH staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 24 hour sessions **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions **with Service Provider staff** and **Service Provider equipment**

R.....

**Total** R.....

Vat R.....

Total Price with Vat R.....

AMOUNT IN WORDS.....

- Required by: KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	CLOSING DATE: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 1: ILEMBE AND ETHEKWINI

#### PART B: PROVISION OF CHRONIC DIALYSIS FOR ALL INCLUSIVE 4 HOUR SESSION

Rate per patient per 4 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff      and Service Provider equipment**

R.....

**Total**      R.....

**Vat**      R.....

**Total Price with Vat**      R.....

**AMOUNT IN WORDS**.....

-      Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 2: UMGUNGUNDLOVU AND UGU

DESCRIPTION: PART A: PROVISION OF INTERMITTENT RENAL REPLACEMENT THERAPY PER 4 HOUR SESSION

Rate per patient per 4 hour sessions **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and Service Provider Equipment**

R.....

**Total** R.....

**Vat** R.....

**Total Price with Vat** R.....

**AMOUNT IN WORDS**.....

- Required by: KZN Department of Health Selected **Institutions**

.....	.....	.....	.....
(Signature of Bidder)	Date	(Signature of Witness)	Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 2: UMGUNGUNDLOVU AND UGU

DESCRIPTION: PART A: PROVISION OF CONTINUOUS RENAL REPLACEMENT THERAPY PER 24 HOUR SESSION

Rate per patient per 24 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with DoH staff    and Service Provider equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff and Service Provider equipment**

R.....

**Total**      R.....

**Vat**      R.....

**Total Price with Vat**      R.....

**AMOUNT IN WORDS**.....

-      Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	CLOSING DATE: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 2: UMGUNGUNDLOVU AND UGU

#### PART B: PROVISION OF CHRONIC DIALYSIS FOR ALL INCLUSIVE 4 HOUR SESSION

Rate per patient per 4 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and Service Provider equipment**

R.....

Total      R.....

Vat      R.....

Total Price with Vat      R.....

**AMOUNT IN WORDS**.....

- Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 3: KING CETSHWAYO

DESCRIPTION: PART A: PROVISION OF INTERMITTENT RENAL REPLACEMENT THERAPY PER 4 HOUR SESSION

Rate per patient per 4 hour sessions **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and DoH Equipment**

R.....

**Total** R.....

**Vat** R.....

**Total Price with Vat** R.....

**AMOUNT IN WORDS**.....

- Required by: KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 3: KING CETSHWAYO

DESCRIPTION: PART A: PROVISION OF CONTINUOUS RENAL REPLACEMENT THERAPY PER 24 HOUR SESSION

Rate per patient per 24 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with DoH staff    and Service Provider equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff            and Service Provider equipment**

R.....

**Total**      R.....

Vat      R.....

Total Price with Vat      R.....

AMOUNT IN WORDS.....

- Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date



## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	CLOSING DATE: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 3: KING CETSHWAYO

PART B: PROVISION OF CHRONIC DIALYSIS FOR ALL INCLUSIVE 4 HOUR SESSION

Rate per patient per 4 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and Service Provider equipment**

R.....

**Total**      R.....

Vat      R.....

Total Price with Vat      R.....

AMOUNT IN WORDS.....

- Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 4: AMAJUBA AND UTHUKELA

DESCRIPTION: PART A: PROVISION OF INTERMITTENT RENAL REPLACEMENT THERAPY PER 4 HOUR SESSION

Rate per patient per 4 hour sessions **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions **with Service Provider staff and Service Provider equipment**

R.....

**Total** R.....

Vat R.....

Total Price with Vat R.....

AMOUNT IN WORDS.....

- Required by: KZN Department of Health Selected **Institutions**

.....	.....	.....	.....
(Signature of Bidder)	Date	(Signature of Witness)	Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	Closing Date: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 4: AMAJUBA AND UTHUKELA

DESCRIPTION: PART A: PROVISION OF CONTINUOUS RENAL REPLACEMENT THERAPY PER 24 HOUR SESSION

Rate per patient per 24 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with DoH staff    and Service Provider equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 24 hour sessions      **with Service Provider staff and Service Provider equipment**

R.....

**Total**      R.....

Vat      R.....

Total Price with Vat      R.....

AMOUNT IN WORDS.....

- Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

## SECTION M: PRICING SCHEDULE

Name of bidder.....	Bid number: <b>ZNB 5284/2021-H</b>
Closing Time 11:00	CLOSING DATE: <b>21 JUNE 2021</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

### REGION 4: AMAJUBA AND UTHUKELA

PART B: PROVISION OF CHRONIC DIALYSIS FOR ALL INCLUSIVE 4 HOUR SESSION IN DOH UNIT

Rate per patient per 4 hour sessions      **with DoH staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with DoH staff and Service Provider equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and DoH equipment**

R.....

Rate per patient per 4 hour sessions      **with Service Provider staff and Service Provider equipment**

R.....

**Total**      R.....

Vat      R.....

Total Price with Vat      R.....

AMOUNT IN WORDS.....

- Required by:      KZN Department of Health Selected **Institutions**

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date

**SCHEDULE OF EQUIPMENT TO BE SUPPLIED**

DESCRIPTION OF EQUIPMENT	Price including VAT
INTERMITTENT RENAL REPLACEMENT (IRRT)/HAEMODIALYSIS MACHINE	
CONTINUOUS RENAL REPLACEMENT THERPAY MACHINE	
PORTABLE REVERSE OSMOSIS MACHINE	

IN INSTANCES WHERE LOAN EQUIPMENT AS CONTEMPLATED IN PARAGRAPH 2.2.2. (II) (C) IS REQUIRED, BIDDERS ARE REQUIRED TO GIVE INDICATIVE PRICES FOR SUCH EQUIPMENT, AND SUCH PRICES WILL NOT BE USED FOR PURPOSES OF EVALUATION, BUT WILL BE USED AS BASIS FOR PRICE NEGOTIATIONS REFERRED TO IN PARAGRAPH 2.2.2. (II) (C) SHOULD A NEED ARISE.

## **SECTION N: SPECIFICATION: PROVISION OF HAEMODIALYSIS SERVICES**

### **1. Preamble**

### **2. Scope of Work in KwaZulu-Natal Department of Health (DoH)**

#### **2.1.1 Institutions for acute haemodialysis**

#### **2.1.2 Institutions for chronic haemodialysis**

#### **2.1.3 Institutions for satellite chronic haemodialysis**

#### **2.2 Service Provider requirements**

##### **Part A acute haemodialysis**

##### **Part B Chronic haemodialysis**

#### **2.3 Department of Health requirements**

### **3. Technical Specifications**

#### **3.1 Intermittent renal replacement therapy/intermittent haemodialysis and portable reverse osmosis**

#### **3.2 Continuous renal replacement therapy**

#### **3.3 Schedule of Quantities**

## **1. Preamble**

- 1.1 The demand for acute and chronic renal replacement therapy is increasing in KwaZulu-Natal.
- 1.2 A limitation in the Department of Health is the expertise to provide this life-saving service especially outside major metropolitan areas.
- 1.3 The consequence is that central and tertiary hospitals are overburdened by the need for acute renal replacement therapy for patients who present in an emergency.
- 1.4 This necessitates alternative strategies to reduce the mortality and morbidity for those unable to access acute haemodialysis timeously.
- 1.5 There are patients who require acute dialysis prior to being considered for the chronic dialysis program.
- 1.6 All patients from regional hospitals requiring longer term dialysis are transferred to tertiary centers to be assessed for suitability for the chronic dialysis program in the nephrology units.
- 1.7 The cost and maintenance of dialysis equipment for chronic units is prohibitive.
- 1.8 Many patients on chronic haemodialysis travel vast distances to dialyze at DoH units. It is a large financial and logistical burden for patients. It takes their entire day up to 3 times a week to dialyze.
- 1.9 There are numerous indirect costs for the DoH such as overnight admissions and transport arrangements for patients who live a distance from chronic dialysis units.
- 1.10 Internationally, the development of Service Provider partnerships for dialysis has been successfully implemented in making dialysis services more accessible, efficient and equitable.
- 1.11 The KZN Department of Health has engaged in a Service Provider partnership which improves the capacity of acute and chronic renal replacement therapy in the public service.

## **2. Scope of work.**

### **2.1 Institutions for acute and chronic dialysis**

#### **2.1.1 Acute renal replacement therapy institutions (Intermittent renal replacement therapy IRRT**

##### **and Continuous Renal Replacement therapy CRRT)**

1. King Edward VIII Hospital
2. Addington Hospital
3. Greys Hospital
4. Ngwelezane Hospital
5. Madadeni Hospital
6. Edendale Hospital
7. Queen Nandi Hospital
  
8. Port Shepstone Hospital
  
9. General Justice Gizenga Mpanza (GJGM) Hospital
10. RK Khan Hospital
11. Prince Mshiyeni Memorial Hospital
12. Mahatma Gandhi Memorial Hospital
13. Ladysmith hospital
14. Dr.Pixley Isaka Seme Memorial Hospital

#### **2.1.2 Chronic renal replacement therapy (chronic haemodialysis) institutions**

1. Saint Aidans Hospital
2. Addington Hospital
3. Ngwelezane Hospital
4. Greys Hospital
5. Dr.Pixley Isaka Seme Memorial Hospital

#### **2.1.3 Satellite chronic haemodialysis units**

1. GJGM Hospital
2. Port Shepstone Hospital
3. Madadeni Hospital
4. Edendale Hospital

**PLEASE NOTE THAT ALL SERVICES ABOVE WILL TAKE PLACE WITHIN IDENTIFIED DEPARTMENT OF HEALTH FACILITIES**



## **2.2 Service Provider requirements:**

### **2.2.1**

#### **Part A: Acute renal replacement therapy comprising:**

**Intermittent renal replacement therapy (IRRT)/ intermittent haemodialysis with portable reverse**

**Osmosis (RO) and continuous renal replacement therapy (CRRT)**

- a) Provide the KZN Department of Health with clinically efficient IRRT with portable (RO) and CRRT with appropriate water treatment in a cost effective manner, ensuring patient safety and satisfaction.
- b) Provide IRRT and CRRT within the ICU's, high care or an assigned appropriate facility with a service provider agreement with the Department of Health.
- c) Provide an all-inclusive fixed fee per completed session of IRRT with RO or CRRT to be negotiated with the Department of Health.
- d) Supply, replace, upgrade or increase dialysis equipment for acute units as the need arises for safe patient care.
- e) Provide dedicated IRRT equipment for patients with Hepatitis B infections in Greys, Ngwelezane, St Aidans and Addington Hospitals.
- f) Make available IRRT equipment specifically for patients with Hepatitis B requiring dialysis in all other selected hospitals. Dialysis of Hepatitis B patients to be in keeping with the South African Renal society guidelines.
- g) Provide suitable back-up dialysis machines promptly in case of breakdown of machines.
- h) Supply the necessary fluids, consumables, disinfectants and all related consumables for IRRT and CRRT timeously and in toto.
- i) Maintain all dialysis equipment with maintenance records to substantiate preventative as well as remedial maintenance to meet the standards of the Department of Health.
- j) Provide staff to dialyze patients where no expertise is available at hospitals during working and after hour service 24 hours a day.
- k) Ensure that all staff provided by service providers are adequately qualified, indemnified and competent to meet the performance expectations of the Department of Health.
- l) Train existing and new Department of Health Staff in all aspects of IRRT and CRRT as part of skills development with a continuous quality improvement initiative.

- m) The aim of staff training is to ensure that DoH staff will be competently able to offer the IRRT and CRRT service independently of the service provider within one year of commencement of the service.
- n) Each institution will have continuous training programmes for the duration of the service period.
- o) Training must be on-site with service provider led workshops as necessary.
- p) The DoH is to be provided details of all staff who have become competent with dialysis every 6 months.
- q) Training is to commence prior to initiation of service with emphasis on clinical management as well as operation and maintenance of machines.
- r) Educational material and continuous training and assessment is to be provided as part of the service.
- s) Develop standard operating procedures and maintenance procedures which are approved by the Department of Health and are followed at all times.
- t) Co-operating with Department of Health personnel in case management, discharge planning, transfer and patient education.
- u) Provide monthly reports to the DoH of all patient names, outcomes, waiting times and costs of therapy for those patients treated with IRRT and CRRT with appropriate hardware and software to create a database of all patients managed.
- v) Ordering and maintaining adequate fluids, consumables, disinfectants and other supplies necessary for dialysis.
- w) Make minor building adjustments for proper installation of all IRRT and CRRT equipment including portable reverse osmosis units.
- x) Ensure all renal replacement therapy equipment is adequately insured by the service providers.
- y) Indemnify the Department of Health from any injury or loss of life of the service providers staff or damage to property during the provision of services.

## **2.2.2**

### **Part B Chronic dialysis**

#### **2.2.2 (i) KZN DoH chronic haemodialysis dialysis units**

- a) Design, develop and replace dialysis equipment within the existing DoH chronic haemodialysis units.
- b) This includes the following hospitals: Addington, Greys, Saint Aidans and Ngwelezane and Dr.Pixley Isaka Seme Memorial Hospital

- c) Provide a loan agreement for new dialysis equipment (intermittent haemodialysis machines) to DoH designated chronic units with the supply of all related compatible consumables including disinfection.
- d) The all-inclusive cost per dialysis session is to be negotiated with the Department of Health
- e) The new loan dialysis equipment is to be adequately insured.
- f) The service providers are to bear the cost of service, repair and maintenance all new loan dialysis equipment and keep maintenance records to substantiate preventative as well as remedial maintenance to meet the standards of the Department of Health.

#### **2.2.2 (ii) KZN DoH designated satellite chronic dialysis units**

- a) Provide chronic haemodialysis at designated KZN DoH satellite units for patients who are formally assessed and accepted onto the DoH chronic dialysis programme.
- b) Design, develop and install dialysis equipment within existing DoH hospitals to perform chronic out-patient haemodialysis in selected satellite institutions.
- c) Offer/negotiate a loan agreement for new dialysis equipment (intermittent haemodialysis and reverse osmosis machines) to DoH designated satellite chronic units with the supply of all related compatible consumables including disinfection.
- d) The service providers are to bear the cost of service, repair and maintenance all new loan dialysis equipment and keep maintenance records to substantiate preventative as well as remedial maintenance to meet the standards of the Department of Health.
- e) Provide suitable back-up dialysis machines promptly in case of breakdown of machines.
- f) Supply the necessary fluids, consumables, disinfectants and all related consumables for chronic haemodialysis timeously and in toto.
- g) Provide staff to dialyze patients where no expertise is available at hospitals during working hours, including Saturdays.
- h) Ensure that all staff provided by service providers are adequately qualified, indemnified, competent and monitored to meet the performance expectations of the Department of Health.
- i) Train Department of Health Staff in all aspects of chronic haemodialysis as part of skills development with a continuous quality improvement initiative.
- j). The aim of staff training is to ensure that DoH staff will be competently able to provide a chronic haemodialysis service independently of the service providers within one year of commencement of the service.
- k). Each institution will have continuous training programmes for the duration of the contracted period.

- l). Training must be on-site with service providers led workshops as necessary.
- m). The DoH is to be provided with details of all staff who have become competent with dialysis every 6 months.
- n). Training is to commence prior to initiation of service with emphasis on clinical management as well as operation and maintenance of machines.
- o). Educational material and continuous training and assessment is to be provided as part of the service.
- p). Develop standard operating procedures and maintenance procedures which are approved by the Department of Health and are followed at all times.
- q). Co-operating with Department of Health personnel in case management, discharge planning, transfer and patient education.
- r). Provide monthly reports to the DoH of all patient names, outcomes, complications and costs of therapy for patients provided with chronic haemodialysis with appropriate hardware and software to create a database of all patients managed.
- s). Ordering and maintaining adequate fluids, consumables, disinfectants and other supplies necessary for dialysis.
- t). Ensure adherence to that South African Renal Society guidelines for chronic haemodialysis.
- u). Monitor dialysis adequacy and dialysis prescriptions in electronic format.
- v). The Service Provider is to make minor building adjustments for proper installation of all chronic haemodialysis equipment including portable reverse osmosis units at a designated site within the hospital. In the event that minor building adjustments are required by the Department of Health (DOH), such adjustments must be sanctioned by the DOH that will ensure adherence to building Standards.
- w). Ensure all renal replacement therapy equipment is adequately insured by the Service

Providers.

- x). Indemnify the Department of Health from any injury or loss of life of the Service Providers' staff  
or damage to property during the provision of services.

y). The all-inclusive cost per chronic dialysis session for equipment, consumables and appropriate staffing to perform haemodialysis is to be negotiated with the Department of Health.

### **2.3. KZN Department of Health requirements for acute and chronic haemodialysis**

- a) Monitoring of acute dialysis by the supervising nephrology unit to comply with requirements of South African Renal Society dialysis guidelines for acute dialysis and South African chronic dialysis guidelines.
- b) Institutions to ensure availability of monthly reports for validation of services rendered and quality improvement to the DoH.
- c) Monthly reports are to include patient demographic details, waiting times for dialysis, costs and outcomes.
- d) Reports to be provided to the specialist/s in charge of the ICU/High care and Internal medicine HOD within assigned hospitals, the medical manager of the institution and the nephrology unit heads of the supervising units.
- e) The reports are to be discussed formally between all allocated hospitals and the supervising nephrology units on an ongoing basis to improve the service.
- f) Monitoring, surveillance and transfer of patients to appropriate units in tertiary and central hospitals for further management. This should be in consultation with the supervising nephrology units for patients requiring ongoing dialysis.
- g) Ensure that DoH nursing staff that are being trained in all aspects of dialysis and become skilled in a manner that allows them to become competent in providing dialysis independently.
- h) The DoH to enable conditions for staff training to be done regularly to allow a greater degree of competence in dialysis.
- i) Core of DoH staff at each institution to become competent in providing independent dialysis in order for them to teach their own hospital staff.
- j) Staff to be able to perform machine disinfection and all other protocols at the standard expected of the Service Providers.
- k) Physician, surgical and critical care supervision of dialysis prescriptions and fluid management in consultation with appropriate nephrology or trauma unit protocols.

- l) Assistance with dialysis prescription from supervising on-call nephrology and trauma units.
- m) Provide temporary haemodialysis catheters with all related consumables for insertion in accordance with protocols from the supervising nephrology and trauma units.
- n) Train doctors in conjunction with nephrology units in providing temporary access insertion under ultrasound guidance.
- o) Provide facilities for acute dialysis within the designated intensive care, high care unit or suitably designated area.
- p) Provide all basic services such as water, electricity and waste disposal required for dialysis.
- q) Accommodate the Service Provider in terms of transportation and logistics of necessary equipment and parking space during service provision.
- r) The demographic data and clinical status of all DoH patients undergoing chronic dialysis in the **satellite chronic dialysis** units are to be continually updated on a monthly basis. These are to be included in the transplantation lists at Inkosi Albert Luthuli Hospital every month and be updated in the South African Renal registry annually.
- s) Ensure efficient completeness of all documentation and early submission of invoices to Service Providers for loan equipment.
- t) Hospital management team to co-ordinate and monitor satellite chronic dialysis units:
  - i Medical cover for the unit at all times with medical officer and/or trainee nephrologist
  - ii Professional nursing staff to provide care and medications for patient
  - iii Dialysis technologists to provide haemodialysis and monitor adequacy
  - iv Pharmacy to dispense and monitor all medications specific to haemodialysis patient
  - v. Maintenance personnel to provide adequate structural, electrical and plumbing required for haemodialysis
- u). The DoH is to ensure that the satellite unit has :
  - i. Adequate plumbing including a water source and pressure with drainage.
  - ii. Storage facility for haemodialysis solutions, consumables, erythropoietin (to be kept refrigerated

- iii. Room size for accommodate at least 4 patient beds with separate handwashing facilities
- iv. Isolation room for a patient with chronic hepatitis B.
- v. Waiting facility for patients
- vi. Soiled utility facility
- vii. Procedure room
- viii. Administrative room
- ix. Relatively close proximity to radiology, theatre and critical care facilities.

### **3. TECHNICAL SPECIFICATIONS:**

#### **3.1. Intermittent renal replacement therapy (IRRT)/intermittent haemodialysis and reverse osmosis (RO):**

##### **3.1.1 Technical description, specifications and standards:**

- a) The haemodialysis unit shall be microprocessor controlled and capable of providing the following features:-
  - i Bicarbonate dialysis
  - ii. Volumetric ultrafiltration
  - iii. Sodium & ultrafiltration (UF) profiling
- b) Built-in clearance monitoring for real time measurement of effective urea clearance (K) for therapy assessment.
- c) Built-in blood pressure monitoring for measuring the patient non-invasive blood pressure and pulse rate automatically.
- d) The operator's panel should be easy to navigate with function keys clearly indicated. Enlarged and high resolution LCD color screen for dialysis data display.
- e) Multi-colour light located on the top of machine monitor indicating the treatment status with audible alarm which is easily distinguishable
- f) Keyboard function keys and LCD color display shall provide an immediate overview of the machine status for treatment supervision.
- g) Display informative and context related operator guidance, warning messages and alarm reports.
- h) Have adjustable arterial blood pump segment for bloodline diameter. Dialysis machines must be capable of providing dialysis with adequacy in keeping with the South African Renal Society dialysis guidelines.
- i) Provide measurement of effective urea clearance (K), dialysis dose (Kt/V), performed in non-invasive, real-time mode without additional disposable required during the treatment.
- j) Have variable dialysate flows between 500-700ml/min with incorporated air detection mechanism
- k) Dialysate temperatures between 33 degrees Celsius to 40 degrees Celsius.
- l) Conductivity setting between 12-17mS/cm.
- m) Machines to have an auto self-test facility.
- n) Heparin pumps for continuous infusion.
- o) Shall be able to operate and monitor the extracorporeal circuit without interruption for at least 15 minutes in case of AC power failure by battery backup.



- p) The haemodialysis unit shall have the following features with regards to disinfection and cleaning
  - i. Both chemical and heat disinfections shall be performed.
  - ii. Decalcification shall be possible by using citric acid
- q) Various programmable cleansing cycles can be provided with different phases and timings in accordance with different disinfectants.
- r) Consumables for IHD including lines, dialyzer and bicarbonate liquid or cartridge solutions, acid and disinfectants necessary for dialysis.
- s) Consumables and dialyzers specifications to cater for needs of individual patient to obtain adequate dialysis clearances.
- t) Compatible portable reverse osmosis unit to be provided for acute dialysis.
  - i. The reverse osmosis unit should be equipped with the following features:
    - Microfilters both Carbon and Woven with multiple sized pores ( 1,5, 20 50 microns)
    - Pressure readings
    - Flow readings
    - Temperature monitor
    - Conductivity water quality monitor equipped with visual and audible alarms
    - RO should be light weight
    - Have space efficient design
    - Quiet operation
    - Should have user friendly connection ports-colour coded
    - Should be stable and on wheels
  - ii. Operating pressure must be greater than 4 bars
  - iii. Salt density index greater than 3
  - iv. Disinfection every 72 hours if not used.
  - v. Disinfection of reverse osmosis once a week if used every day.

### **3.2. Continuous renal replacement therapy (CRRT).**

#### **3.2.1. Technical description, specifications and standards:**

- a) The system shall be an acute dialysis system capable of providing all modalities of CRRT including slow continuous ultrafiltration (SCUF), slow low efficiency dialysis (SLED), continuous venovenous haemofiltration (CVVH), continuous venovenous haemodialysis CVVHD, and continuous venovenous haemodiafiltration (CVVHDF).
- b) The system should contain individual pumps to control the flow rates of blood, dialysate, ultrafiltrate and drainage.
- c) Contain an integrated syringe pump that is incorporated into the extracorporeal blood circuit to permit continuous heparinization of the blood.
- d) Scales for the monitoring of fluid volumes during dialysis.

- e) Graphic display of treatment data and physiological trends including pressure graphics.
- f) Treatment and maintenance settings:
  - i. Treatment mode menu
  - ii. Preparation menu
  - iii. Treatment parameter menu
  - iv. Treatment menu
  - v. End of treatment menu
  - vi. System parameter menu
- g) System to be user friendly, with the following features:
  - i. On screen user guidance with step by step screen instruction.
  - ii. Auto priming of filter and extracorporeal and fluids are highly preferred so that therapy performing by non-specialized nursing staff is possible
- h) Events history to include all alarms, warnings and change of parameters by the user to be automatically recorded.
- i) The equipment shall perform a self-test before every treatment to ensure all components are working correctly.
- j) The equipment shall be able to operate and monitor the extracorporeal circuit during treatment without interruption for at least 15 minutes battery backup in case of power failure.
- k) Blood Pump :
  - i. Flow rate range: 10 – 450 ml/min for normal mode.
  - ii. Automatic set up and priming is preferred. An emergency hand crank shall be provided for returning blood to patient should electrical power be lost.
  - iii. Direction of rotation shall be limited or visually indicated.
- l) Pressure Monitoring and Alarms system including Arterial pressure monitoring, venous pressure alarm, trans-membrane pressure monitoring, and trans-membrane pressure alarm and unintended patient fluid loss or gain.
  - i. Air Detection Alarm
  - ii. Parameter Display should have the following parameters:
  - iii. Arterial/access pressures
  - iv. Venous/return pressures
  - v. Transmembrane pressure
  - vi. Blood flow rate
  - vii. Dialysate flow rate
  - viii. Ultra-filtration/replacement flow rate
  - ix. Ultra-filtration goal and patient fluid removal
  - x. Temperature
  - xi. Continuous anticoagulation rate
  - xii. Visual and audible alarms
- m). Consumables should be colour coded to facilitate ease of use with non-specialized nursing staff.

### 3.3. Schedule of quantities required

**NB: Bidders to note that the quantities indicated below are maximum required quantities. Some Institutions have the required equipment, either on lease or have purchased the equipment**

#### 3.3.1

##### Part A: Acute dialysis

Hospital	Intermittent renal replacement (IRRT)/haemodialysis machines required	Continuous renal replacement therapy (CRRT) machines required	Portable reverse osmosis machines required
King Edward VIII	4	2	2
Addington	1	1	1
Greys	6	1	6
Ngwelezane	2	1	1
Madadeni	2	1	2
General Justice Gizenga Mpanza	1	1	1
Port Shepstone	1	1	1
R K Khan	1	1	1
Prince Mshiyeni	1	1	1
Edendale	1	1	1
Ladysmith	1	1	1
Queen Nandi	1	1	1
Dr.Pixley Isaka Seme Memorial	7	Nil	Nil

##### Part B. Chronic dialysis

#### 3.3.2

##### Chronic haemodialysis units in DoH

Hospital	Intermittent haemodialysis machines required	Portable reverse osmosis required
St Aidans	14	0
Ngwelezane	10	0
Greys	15	0
Addington	25	0
Dr.Pixley Isaka Seme Memorial	7	0

### 3.3.3.

#### Satellite chronic haemodialysis units

Hospital	Intermittent haemodialysis machines required	Portable reverse osmosis required
GJGM	4	0
Port Shepstone	4	0
Madadeni	6	0
Edendale	4	0

## 4. DOCUMENTS TO BE SUBMITTED

### 4.1 PROPOSAL

- Bidders must provide a comprehensive proposal that addresses all the requirements as outlined in the specification.
- All costs associated with the proposal must be provided on the price pages provided.
- Approach in Haemodialysis services, implementation, skill transfer, Understanding the scope of work Contactable and verifiable references and Experience in Haemodialysis services including intermittent, continuous and chronic Haemodialysis services to the Department of Health
- Management CV's and key personnel
- Roll- out Plan: The bidder is required to submit a roll-out plan to demonstrate capacity and capability to execute the contract. Failure to do so will result in the invalidation of the bidder.

### 4.2 PROPOSAL FORMAT

#### Executive Summary

Provide an executive summary of the bidder's proposal. The executive summary shall highlight aspects that make the bidder's proposal unique or superior.

#### Profile and Overview

Provide a concise description of the bidder, including origin, background, company size, and names of the principals, officers, and directors of the company. Include information concerning general organization and experience of the bidder in working on similar projects.

#### Qualifications and References

Provide the name, respective titles, and years of experience of the person(s) who will be responsible for management/coordination of all work on the project. In addition, provide the names of all personnel that are proposed to be involved in the project, their resumes, and their proposed roles/responsibilities (including the name of subcontractors and their personnel who will be working on the project, if any).

Provide a summary describing the bidder's area of expertise and resource capabilities as they relate to this proposal. The bidder shall also submit a minimum of two references from similar projects. Listing shall include name, address and phone number of a contact person at the client.

## **Presentation of Proposals**

The Department reserves the right to request Potential bidders to make presentations of their proposals. The time, date and venue will be communicated to prospective bidders.

## **Project Deliverables**

- a) Training and course material would be provided by the bidder.
- b) The successful bidder will provide governance initiatives to monitor and measure performance of service and provide continuous feedback to the KZN Department of Health.
- c) The successful bidder will provide skills transfer and continuous education to the KwaZulu-Natal Department of Health staff in acute dialysis.
- d) The successful bidder shall ensure that on installation, all media containing the instructional content of the proposal are free of material faults and processing errors.
- e) The successful bidder and the Department of Health will sign a Service Level Agreement.
- f) Billing for installation, services and product completed will be submitted at the end of each calendar month.

## SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation of Proposal and Presentation
- Phase 3: Price and Preference Points

### Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Declaration of Interest	Yes	Yes			
5	Section E: Declaration of Bidder's Past SCM Practices	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes			
8	Section H: Certificate of Independent Bid Determination	Yes	Yes			
9	Section I: Record of Amendments to Bid Documents	Yes	Yes			
10	Section J: General Conditions of Contract	Yes	Yes			
11	Section K: Special Terms and Conditions	Yes	Yes			
12	Section L: Compulsory Briefing Session	Yes	Yes			
13	Section M: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proposal	Yes	Yes			
2	Detailed Rollout Plan	Yes	Yes			
3	Proof of ownership of the bidding entity.	Yes	Yes			
4	Certified ID Documents for Directors/Shareholders/ Members/ Partners/ Sole Proprietors.	Yes	Yes			
5	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
6	A certified copy of the Consortium/ Joint Venture/ Partnership agreement.	Yes If Applicable	Yes If Applicable			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
7	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be submitted in order to qualify for Preference Points.	Yes	Yes			

## **UNRESPONSIVE BIDDERS WILL NOT PROCEED TO PHASE 2.**

### **PHASE 2: TECHNICAL EVALUATION OF BID**

#### **1. PROPOSAL**

- Bidders must provide a comprehensive proposal that addresses all the requirements as outlined in the specification.
- All costs associated with the proposal must be provided on the price pages provided.
- Approach in Haemodialysis services, implementation, skill transfer, Understanding the scope of work Contactable and verifiable references and Experience in Haemodialysis services including intermittent, continuous and chronic Haemodialysis services to the Department of Health
- Management CV's and key personnel
- Roll- out Plan: The bidder is required to submit a roll-out plan to demonstrate capacity and capability to execute the contract. Failure to do so will result in the invalidation of the bidder.

#### **2. PROPOSAL FORMAT**

##### **Executive Summary**

Provide an executive summary of the bidder's proposal. The executive summary shall highlight aspects that make the bidder's proposal unique or superior.

##### **Profile and Overview**

Provide a concise description of the bidder, including origin, background, company size, and names of the principals, officers, and directors of the company. Include information concerning general organization and experience of the bidder in working on similar projects.

##### **Qualifications and References**

Provide the name, respective titles, and years of experience of the person(s) who will be responsible for management/coordination of all work on the project. In addition, provide the names of all personnel that are proposed to be involved in the project, their resumes, and their proposed roles/responsibilities (including the name of subcontractors and their personnel who will be working on the project, if any).

Provide a summary describing the bidder's area of expertise and resource capabilities as they relate to this proposal. The bidder shall also submit a minimum of two references from similar projects. Listing shall include name, address and phone number of a contact person at the client.

## **Presentation of Proposals**

The Department reserves the right to request Potential bidders to make presentations of their proposals. The time, date and venue will be communicated to prospective bidders.

## **Project Deliverables**

- g) Training and course material would be provided by the bidder.
- h) The successful bidder will provide governance initiatives to monitor and measure performance of service and provide continuous feedback to the KZN Department of Health.
- i) The successful bidder will provide skills transfer and continuous education to the KwaZulu-Natal Department of Health staff in acute dialysis.
- j) The successful bidder shall ensure that on installation, all media containing the instructional content of the proposal are free of material faults and processing errors.
- k) The successful bidder and the Department of Health will sign a Service Level Agreement.
- l) Billing for installation, services and product completed will be submitted at the end of each calendar month.



## TECHNICAL EVALUATION CRITERIA

- a) Suppliers who have the capability of meeting the requirements of the proposal as outlined.
- b) Provision of Technical support with a presence in KZN.
- c) Proof of Industrial experience in the field of Haemodialysis services.
- d) Size of Technical support staff.
- e) Quality/level of work.
- f) Reputable company in the industry.
- g) Bids will be evaluated in terms of stipulated criteria below:

REQUIREMENT	DESCRIPTION AND EVALUATION OF BID	WEIGHTING AND ALLOCATION
1.	<b>Relevant skills, previous experience and distribution of haemodialysis facilities in KwaZulu-Natal</b>	20
	<b>1. Number of haemodialysis dialysis units in KZN</b> <b>2. Presence in KZN health districts serviced</b> <b>3. Years of experience in KZN</b>	
	1. Number of dialysis units in KZN > 10 dialysis units 2. Presence in KZN health districts serviced : 5 or more districts 3. Years of experience > 5 years	16-20
	1. Number of dialysis units in KZN between 5-10 2. Presence in KZN Health districts between 2-5 districts 3. Years of experience in KZN between 3-5 years	12-15
	1. Number of dialysis units in KZN < 5 haemodialysis units 2. Presence in KZN Health districts < 2 health districts 3. Years of experience < 3 years	9-11
	No discernible skills, experience or facilities in the province	<9
2.	<b>Qualification and CV's of all dialysis staff in KZN</b>	5
	More than > 60% of staff in KZN appropriate degree , diploma or experience in dialysis	4-5

	Between 40-60% staff in KZN with appropriate degree ,diploma or experience in dialysis	2-3
	Between 20-40% of staff in KZN degree, diploma or experience in dialysis	1-2
<b>3.</b>	<b>Methodology and approach ensuring safety and efficiency of dialysis service to patients</b>	<b>15</b>
	<b>1. Innovation in dialysis management of patients.</b> <b>2. Standard operating procedures for safety and efficiency for acute and chronic haemodialysis.</b>	
	1. Demonstrates clear innovation in dialysis management of patients 2. Standard operating procedures for safety and efficiency for acute and chronic haemodialysis	12-15
	1. Less clear innovation in dialysis management of patients 2. Lower quality and coverage of standard operating procedures	9-11
	Suboptimal innovation, safety operating procedures compared to peers	5-8
	Poor methodology or unsatisfactory safety procedures in place for end users	<5
<b>4.</b>	<b>Detailed roll-out plan for provision of acute dialysis in KwaZulu-Natal DOH hospitals, provision of chronic haemodialysis in KwaZulu-Natal DOH unit , provision of chronic haemodialysis in Department of Health sites</b>	<b>30</b>
	<b>1. Installation, maintenance and servicing of all acute haemodialysis equipment</b> <b>2. Provision of all consumables required for acute (including satellite sites), chronic haemodialysis in KZN DoH hospitals</b> <b>3. Replacement of equipment as required</b> <b>4. Demonstration that all equipment complies with specification requirement.</b> <b>5. Staffing to meet the requirements for acute haemodialysis in DoH and chronic dialysis in service provider units.</b> <b>6. Emergency care for patients who become ill in service provider chronic units.</b> <b>7. Standard operating procedures for usage maintenance and disinfection of all haemodialysis equipment</b> <b>8. Methodology in respect of the provision of satellite chronic dialysis services at satellite sites</b>	
	Robust strategies for:	24-30
	1. Installation, maintenance and servicing of all acute haemodialysis equipment	

	<p>2. Provision of all consumables required for acute and chronic haemodialysis (including satellite sites) in KZN DoH hospitals</p> <p>3. Replacement of equipment as required</p> <p>4. Demonstration the all equipment complies with specification requirement.</p> <p>5. Staffing to meet the requirements for acute haemodialysis in DoH and chronic dialysis and satellite sites in service provider units.</p> <p>6. Emergency care for patients who become ill in service provider chronic units.</p> <p>7. Standard operating procedures for usage , maintenance and disinfection of all haemodialysis equipment</p>	
	<p>Less defined strategies for:</p> <p>1. Installation, maintenance and servicing of all acute haemodialysis equipment</p> <p>2. Provision of all consumables required for acute and chronic haemodialysis (including satellite sites) in KZN DoH hospitals</p> <p>3. Replacement of equipment as required</p> <p>4. Demonstration the all equipment complies with specification requirement.</p> <p>5. Staffing to meet the requirements for acute haemodialysis in DoH and chronic dialysis in service provider units.</p> <p>6. Emergency care for patients who become ill in service provider chronic units.</p> <p>7. Standard operating procedures for usage , maintenance and disinfection of all haemodialysis equipment</p>	18-23
	<p>Minimal demonstration of :</p> <p>1. Installation, maintenance and servicing of all acute haemodialysis equipment</p> <p>2. Compliance with schedule of quantities for each DoH institution</p> <p>3. Provision of all consumables required for acute and chronic haemodialysis in KZN DoH hospitals</p> <p>4. Replacement of equipment as required</p> <p>5. Demonstration the all equipment complies with specification requirement.</p> <p>6. Staffing to meet the requirements for acute haemodialysis in DoH and chronic dialysis in service provider units.</p> <p>7. Emergency care for patients who become ill in service provider chronic units.</p> <p>8. Standard operating procedures for usage , maintenance and disinfection of all haemodialysis equipment</p>	13-17
	Details unsatisfactory for acute dialysis and chronic dialysis	<12

<b>5.</b>	<b>Skills Transfer and continuous education of Kwa-Zulu Natal Department of Health staff in acute dialysis</b>	<b>15</b>
	<b>1.Guidelines, structure and strategies for staff training</b> <b>2. Mentoring</b> <b>3. Workshops for ongoing training</b>	
	1. Clearly defined guidelines, structure and strategies for staff training 2. A training mentor for the province to do regular site visits 3. Workshops for ongoing training	12-15
	1. less robust guidelines , structure and strategies for training 2. Part-time or shared mentor with less frequent site visits 3. Minimal workshops for ongoing training	9-11
	1. Deficient guidelines , structure and strategy for training 2. No mentor for ongoing training. 3. No workshops for training	4-8-8
<b>6.</b>	<b>Governance initiatives to monitor and measure performance of service and provide continuous feedback to the KZN Department of Health</b>	<b>15</b>
	<b>1. Method of record keeping of all patients dialyzed to be shared with the DoH on a monthly basis.</b> <b>2. Recording type of dialysis modality , duration and number of dialysis sessions and staffing involved</b> <b>3. Monitoring outcomes of patients dialyzed including full recovery, stabilization and transfer to tertiary centre or death.</b> <b>4. Monitoring of clinical risk and adverse events and action to be taken.</b>	
	Robust and clearly defined: 1. Electronic record of all patients dialyzed that can be shared with the DoH monthly. Patient and outcome data kept secure. 2. Clear demonstration of type of modality , duration of dialysis and staffing involved 3. Outcomes of patients dialyzed including full recovery, stabilization and transfer to tertiary centre or death. 4. Monitoring of clinical risk and adverse events demonstration of resolving future patient risk with innovation and adaptability	12-15

	<p>Less clearly defined:</p> <ol style="list-style-type: none"> <li>1. Electronic record of all patients dialyzed that can be shared with the DoH monthly. Patient and outcome data kept secure.</li> <li>2. Clear demonstration of type of modality , duration of dialysis and staffing involved</li> <li>3. Outcomes of patients dialyzed including full recovery, stabilization and transfer to tertiary centre or death.</li> <li>4. Monitoring of clinical risk and adverse events demonstration of resolving future patient risk with innovation and adaptability</li> </ol>	9-11
	<p>Minimal initiative provided :</p> <ol style="list-style-type: none"> <li>1. Electronic record of all patients dialyzed that can be shared with the DoH monthly. Patient and outcome data kept secure.</li> <li>2. Clear demonstration of type of modality , duration of dialysis and staffing involved</li> <li>3. Outcomes of patients dialyzed including full recovery, stabilization and transfer to tertiary centre or death.</li> <li>4. Monitoring of clinical risk and adverse events demonstration of resolving future patient risk with innovation and adaptability</li> </ol> <hr/> <p>Unsatisfactory governance initiatives for monitoring and measuring of service</p>	<p>6-8</p> <p>&lt;6</p>
<b>TOTAL</b>		<b>100</b>

**Only bidders who score >70 points in Phase 2 will proceed to Phase 3.**

### **Phase 3: Price and Preference Points**

The value of this bid is estimated to exceed or not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 and 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for:

- (c) Price; and
- (d) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80 or 90
STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and must not exceed	100

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

The department 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 department.