



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

**ZNB 9007/2022-H:  
SUPPLY AND DELIVERY OF 2 X CENTRALISED WATER TREATMENT & CONDITIONING  
SYSTEMS FOR DIALYSIS UNIT: ADDINGTON HOSPITAL: ONCE OFF**

Name of Bidder.....

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

Income Tax Reference Number.....

**BIDDER TO NOTE THE FOLLOWING**

**COMPULSORY SITE INSPECTION**

- Date: 7th October 2022
- Time: 9h00 am
- Venue: Addington Hospital

**CLOSING DATE AND TIME:**

- Date 18<sup>th</sup> October 2022
- Time: 11H00am

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

**Central Supply Chain Management Directorate  
Old Boys School, 310 Jabu Ndlovu Street  
Pietermaritzburg  
3201**

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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 9007/2022 -H	CLOSING DATE:	18/10/2022	CLOSING TIME:	11H00
DESCRIPTION	ZNB 9007/2022-H:SUPPLY AND DELIVERY OF 2 X CENTRALISED WATER TREATMENT & CONDITIONING SYSTEMS FOR DIALYSIS UNIT: ADDINGTON HOSPITAL: ONCE OFF				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
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					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR ]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. 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]
	[IF YES ENCLOSE PROOF]				
3. SIGNATURE OF BIDDER	.....	4. DATE			
5. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					

<b>6. TOTAL NUMBER OF ITEMS OFFERED</b>		<b>7. TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Demand Management	CONTACT PERSON	Mr N. Singh
TELEPHONE NUMBER	033 – 815 8361	TELEPHONE NUMBER	033-940 2546
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	<a href="mailto:SCM.Demandmanagement@kznhealth.gov.za">SCM.Demandmanagement@kznhealth.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Nishan.singh@kznhealth.gov.za">Nishan.singh@kznhealth.gov.za</a>

**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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. <b>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.</b></p> <p>1.4. <b>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.</b></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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</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:

[www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....  
.....(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

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**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 authoring 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: BIDDER'S DISCLOSURE (SBD 4)**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

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

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

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

**3 DECLARATION**

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

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

---

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

## **SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)**

### **INTRODUCTION**

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

### **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### **3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF Tenderers AND SUCCESSFUL Tenderers (CONTRACTORS)**

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable

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

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

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

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Tender number: _____		Closing date: _____	
Name of tenderer:			
Postal address			
Signature:		Name (in print):	
Date:			

## SECTION F: 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 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 R50 000 000 (all applicable taxes included) and therefore the 80/20 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
STATUS LEVEL OF CONTRIBUTOR	20
<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:

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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:

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

*(Tick applicable box)*

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

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

## 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: SPECIAL CONDITIONS OF CONTRACT (SCC)

**Note:** The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

### 1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1. **“Accounting Officer”**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
- 1.2. **“Contract Duration”**: means the period between the commencement and termination of the contract.
- 1.3. **“Confidential Information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
- 1.4. **“Department”**: means the KwaZulu-Natal Department of Health.
- 1.5. **“Head of Department”**: means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
- 1.6. **“Health Facilities”**: means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.
- 1.7. **“ISO Standards”**: means standards recognized by International Standard Organisation
- 1.8. **“Parties”**: means the KwaZulu-Natal Department of Health and Contractor or Service provider
- 1.9. **“Province”**: means the Province of KwaZulu-Natal.
- 1.10. **“ROE”**: means the Rate of Exchange.
- 1.11. **“SABS”**: means the South African Bureau of Standards.
- 1.12. **“SANS”**: means the South African National Standards.
- 1.13. **“Vendor”**: means **Contracted Supplier or Service Provider**

### 2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:



- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **3. ACCEPTANCE OF A BID**

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 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.

### **4. CERTIFICATE OF COMPLIANCE**

- 4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) 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. 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.

- 4.2 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.
- 4.3 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 or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 4.4 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. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

## **5. COMPLIANCE WITH SPECIFICATION**

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

## **6. PERFORMANCE STANDARDS**

- 6.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods in accordance with performance standards set by the Department below:
- 6.1.1 The equipment to be supplied must meet all the general clauses and technical clauses as per specification issued for the tender. Failure to comply will lead to the award being cancelled.
- 6.1.2 The equipment offered must have an uptime of 99%.
- 6.1.3 Spare parts ordered must be delivered within or earlier by 10 days or a loan piece of instrument of the same size and model must be supplied.
- 6.1.4 Equipment to come with a 24-month warranty to be included in the offer.
- 6.1.5 Instruments offered must have CE marking.
- 6.1.6 Failure to comply with minimum specification or incorrect response will mean the contract be cancelled with no risk of financial loss to the department.
- 6.1.7 Instruments supplied must be autoclaved.

## **7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE**

- 7.1 The Department and/or Institution reserves the right to have any product 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.
- 7.2 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 Contractor.;
  - ii. Possible cancellation of the contract with Contractor.;
  - iii. Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.
- 7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.
- 7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.
- 7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.
- 7.6 Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. Contractor, further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the Department's specifications) or from any act or omission of Contractor., that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 7.7 This warranty shall remain valid for (24) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 7.8 The Department shall promptly notify Contractor in writing of any claims arising under this warranty. Contractor shall immediately remedy the said defect free of cost to the Department. Should Contractor delay remedial work in excess of time stipulated by the Department's representative, the Department may have such remedial work executed at Contractor expense. Should the Department decide that the defect is such that it cannot be remedied, the goods may be rejected, such rejected goods shall be held at the risk and expense of Contractor and shall, on request of the Department, be removed by Contractor immediately on receipt of notification of rejection. Contractor shall be responsible for any loss the Department may sustain by reason of such action as the Department may take, in terms of this clause.
- 7.9 The risk in respect of the goods purchased by the Department under the contract shall remain with Contractor, until such goods have been delivered to the Department.

- 7.10 The principle feature of the goods is described in the Specification, but the Specification does not purport to indicate every detail of supply, of Goods necessary to meet the requirements. Omission from the Specification of reference to any part or parts shall not relieve Contractor of their responsibility for carrying out the supply of goods as required under the Contract.
- 7.11 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **8. EQUAL BIDS**

- 8.1 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 B-BBEE.
- 8.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 8.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **9. LATE BIDS**

- 9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 9.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## **10. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 10.1 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.
- 10.2 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.
- 10.3 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'.

## **11. ONLY ONE OFFER RECEIVED**

- 11.1 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.

## **12. AWARD OF BID (S)**

- 12.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more bidders provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.
- 12.2. Notification of the intention to award of bid shall be in the same media that the bid was advertised.
- 12.3 In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200
- 12.4.1 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

## **13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 13.1 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.
- 13.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- 14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"
- 14.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

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

- 15.1 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.
- 15.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 15.3 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.

- 15.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 15.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.6 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 affected.
- 15.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 15.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

## **16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 16.1 The validity (binding) period for the bid will be **180 days** from close of bid. 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.

## **17. SAMPLES**

- 17.1. Samples will not be accepted with the closing of the bid document.
- 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.
- 17.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.
- 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.
- Representative samples will not be accepted.
- a. The Department reserves the right not to return such samples and to dispose of them at its discretion
- 17.6 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

17.7 The award of this bid will be based on the sample 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.**

## **18. CHANGE OF ADDRESS**

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

## **19. DELIVERY, MARKING AND PACKAGING**

19.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

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

19.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.

19.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.

19.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

19.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off

load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.

- 19.7 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
- 19.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- a) Name of the manufacturer/supplier;
  - b) Description of item;
  - c) Item number code/catalogue number;
  - d) Date of manufacture;
  - e) Product expiry date;
  - f) Batch No.;
  - g) Lot No.
- 19.9 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 or health standards that is prescribed.
- 19.10 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

## **20 INVOICES AND PAYMENTS**

- 20.1 All invoices must be submitted in the original format.
- 20.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.
- 20.3 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.
- 20.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.



- 20.5 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. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 20.6 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 Logistics and Accounts Payable;
  - (ii) If there is no response from Logistics and Accounts Payable, the Finance Manager and the Chief Executive Officer of the institution must be contacted.
  - (iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
    - a) Name/s of person/s contacted at the Institution and dates; and
    - b) Details of outstanding account.
    - c) The Chief Director: Accounting Services will then take the appropriate action.
- 20.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## 21. STATEMENT OF SUPPLIES AND SERVICES

- 21.1 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 per each institution, order number, catalogue number, quantity delivered and invoice amount all inclusive.
- 21.2 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

Note: This information will be submitted at the expense of the Contractor.

## 22. FIRM PRICES AND ESCALATIONS

- 22.1 This bid requires that all bid prices offered are firm for the period of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 22.2 It is the responsibility of the bidder to take necessary precautions or to cater or include cover for unfavourable rate of exchange. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

## **23. VALUE ADDED TAX (VAT)**

- 23.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 23.2 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.
- 23.3 **VAT will not be included** after an award of the bid or during contract management period.

## **24. ENTERING OF HOSPITAL/CLINIC STORES**

- 24.1 No representative from a company shall be permitted to enter the 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 the 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 Head of the Institution or delegated official.

## **25. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department 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 Department forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

## **26. IRREGULARITIES**

- 26.1 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.

## **27. UNSATISFACTORY PERFORMANCE**

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i). The institution shall warn the Contractor by registered/certified mail or email 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 necessary and appropriate action such as termination of contract in terms of its delegated powers.

- (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.

## **28 RESTRICTION OF BIDDING**

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 Department by registered mail or email. The letter of restriction must provide for:
  - i. The grounds for restriction;
  - ii. The period of restriction which must not exceed 10 years;
  - iii. 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:
  - i. 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
  - ii. 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:
  - i. The name and address of the entity/ person to be restricted;
  - ii. The identity number of individuals and the registration number of the entity; and
  - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

## **29 CONTRACTOR'S LIABILITY**

- 29.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department 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 Department may suffer or may have suffered.
- 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.

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

- 30.1 The Department 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 State 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.

30.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

30.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate.

### **31. PATENTS**

31.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

### **32 WAIVER**

32.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

32.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

### **33 SUSPENSION**

33.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

33.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

33.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

### **34 BREACH**

34.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

34.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

34.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

34.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

- 34.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 34.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 34.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 34.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 34.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 34.7.3 Claim damages suffered, as limited under this Contract.

## **35. PREFERENCES**

- 35.1 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 Department may, at its own right:
- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
  - ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
  - iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

## **36. SEVERABILITY**

- 36.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## **37. EXPORT LICENSES**

- 37.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:
- 37.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;
- 37.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license 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 Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

### **38 INSURANCE**

- 38.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 38.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.
- 38.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.
- 38.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days, if this was not a mandatory requirement.

### **39. ESTIMATED QUANTITIES**

- 39.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

### **40. EXTENTION OF CONTRACT**

- 40.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.
- 40.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.

### **41. CESSION OF CONTRACT**

- 41.1 The Contract will be personal to the winning bidder, 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 Department, and on such conditions as it may approve.
- 41.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

### **42. CONTRACT AMENDMENTS / VARIATIONS**

- 42.1 In amplification of paragraph 18 of the GCC, any amendments/variatioins, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

- 42.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 42.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

**43. INTELLECTUAL PROPERTY**

- 43.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

**44. INSOLVENCY**

- 44.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 44.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect. 4

**45. DISPUTE RESOLUTION**

- 45.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 45.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately.

**46. DOMICILLIA CITANDI ET EXECUTANDI**

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows :

**The Department Physical and Postal Address:**

Department Name	The KwaZulu-Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201

Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

**The Contractor or Bidder Physical and Postal Address:**

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 46.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 46.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 46.3 Any notice to a party:
- 46.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);
- 46.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or
- 46.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

**47 PERIOD OF CONTRACT**

- 47.1 The period of this contract is once off



**PROVINCE OF KWAZULU-NATAL**  
**DEPARTMENT OF HEALTH**  
**HEALTH TECHNOLOGY SERVICES (H.T.S.)**

**SPECIFICATION FOR:**

**UMDNS: 15612**

**CENTRALISED**  
**WATER TREATMENT AND CONDITIONING SYSTEM FOR DIALYSIS UNIT AT**  
**ADDINGTON HOSPITAL x 2 units**

**SPECIFICATION: H.T.S. – NO. M9 H (MECHANICAL)**

Description of Unit:

**REVERSE OSMOSIS SYSTEM WITH LOOP FOR 25 BEDS**

**Intended Areas of Use:**

Regional Hospitals  
Tertiary Hospitals

**Expert Advisory Group:**

Critical Care  
Prof. Asounga  
Dr. Haripersad

**BIDDERS SHOULD NOTE THE FOLLOWING IMPORTANT INFORMATION:**

- i. **BIDDERS MUST NOTE THAT THOSE GENERAL CLAUSES WHICH ARE SHADED OFF ARE COMPULSORY AND NOT OPEN FOR COMMENTS**
- ii. **THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.**

NO	SPECIFICATION	<b><u>WHERE APPLICABLE</u></b> <b>BIDDERS</b> <b>COMMENTS:</b> <b>STATE</b> <b>“COMPLIES” OR</b> <b>“DOES NOT</b> <b>COMPLY” OR</b> <b>ANSWER THE</b> <b>QUESTION.</b>
<b>Clause G1.1</b>	The space provided under “Bidder’s Comments” for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, “Complies” or “Does not comply” next to the corresponding clause.	
<b>Clause G1.2</b>	All responses must be clear and legible.	
<b>Clause G2</b>	At the end of the guarantee period the successful bidder must be prepared to enter into a planned preventative maintenance agreement with the Department of Health.	
<b>Clause G3</b>	<b>GUARANTEE:</b>	
<b>Clause G3.1</b>	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty-four (24) Months. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and <b>successful test and acceptance by the Health Technology Services.</b>	
<b>Clause G3.2</b>	State percentage guaranteed up time of machine. (Should be at least 99%).	
<b>Clause G3.3</b>	<b>State the Guarantee Period. (State the number of years).</b>	
<b>Clause G3.4</b>	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
<b>Clause G3.5</b>	The bidder must state the number of services that will be provided	

NO	SPECIFICATION	<u>WHERE APPLICABLE</u> BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	during and up to the end of the guarantee period.	
<b>Clause G3.6</b>	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period.	
<b>Clause G3.7</b>	Travelling and Travelling Time costs must be included during the Guarantee Period?	
<b>Clause G3.8</b>	Spares that may be required during the Gurantee Period will be supplied At the expense of the bidder.	
<b>Clause G3.9</b>	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
<b>Clause G3.10</b>	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
<b>Clause G4</b>	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
<b>Clause G5</b>	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
<b>Clause G6</b>	Preference may be given to a make and model that has been technically And clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
<b>Clause G7</b>	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
<b>Clause G8</b>	<b>SERVICING:</b>	
<b>Clause G8.1</b>	A well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
<b>Clause G8.2</b>	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology	

NO	SPECIFICATION	WHERE APPLICABLE BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted).	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>	
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T.	
Clause G11.1	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.2	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12.1	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services, Department of Health, KwaZulu-Natal.	

NO	SPECIFICATION	<u>WHERE APPLICABLE</u> BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G12.2	The bidder must include a firm commitment in writing, which must be attached to this bid that they would provide ongoing training for end users throughout the life cycle of the equipment offered.	
Clause G13	Spares will be available for _____ years from the original equipment manufacturer for the product offered.	
Clause G14	<b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
Clause G14.2	Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which <b>MUST</b> include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions and <b>PCB</b> Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (fault-finding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17.1	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.2	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.3	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	

NO	SPECIFICATION	<b>WHERE APPLICABLE BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.</b>
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the acceptance test is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws or applicable AC required	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	All equipment, the installation and any alteration / additions must comply with:	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. Or applicable requirement <b>N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.</b>	
Clause G25	The equipment being quoted for must be protected against Electro magnetic interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	<b>NB. HAZARDOUS SUBSTANCE ACT:</b>	

NO	SPECIFICATION	<u>WHERE APPLICABLE</u> BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The licence must be registered under the bidders name or a letter of joint venture must be submitted by the licence holder where the licence is not in the name of the bidder. Bidders that neglect to submit a licence will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	Licence No:  _____
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will <u>not</u> be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be firm for a period of 6 months from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical <b>experts</b> with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	<b>UPGRADEABILITY:</b>	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	<b>UPGRADE POLICY:</b>	

NO	SPECIFICATION	WHERE APPLICABLE BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
<b>Clause G37.1</b>	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
<b>Clause G37.2</b>	All future upgrades removing software viruses from existing software must be supplied at no cost.	
<b>Clause G37.3</b>	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
<b>Clause G38</b>	The Bidder must indicate the expected life of their offered unit and software in years.	
<b>Clause G39</b>	<p>The Bidder must provide a detailed breakdown of the cost of ownership of their offered system for the life cycle including cost of services, disposables etc.</p> <p>The following formula must be used:            Cost of Ownership = Unit Price + Installation / Commissioning costs + Training costs (End User &amp; Technical) + Comprehensive Maintenance / QA checks per year (Nett Present Value) X Life expectance in years.</p> <p>The cost of Ownership may be used as part of the feasibility evaluation of bid.</p>	
<b>Clause G40</b>	The successful Bidder at no extra cost must provide additional future training for end users and technical staff on the equipment offered.	



**TECHNICAL SPECIFICATION:**

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
Clause T1	The bidder is to offer a fully automated pre-treatment system to supply soft water quality according to <b>ISO 11663:2009; ISO 13959:2009; ISO 26722:2009 standards</b> of dialysis fluids	
Clause T2	A feed water tank <b>MUST</b> be used for a 10kL volume of feed water to be available from the domestic water supply. Generally, two booster pumps assembly must be installed downstream of the feed water tank as lead and led motor and maintain constant flow. The feed water tank is installed downstream of the backwashing filter to prevent deposits in the tank. Audio and visual warning alarm system must be installed at both treatment room and nursing station, to monitor tank’s capacity and any malfunctioning.	
Clause T3	The Integrated functionality must be applicable as follows:	
	<ul style="list-style-type: none"> <li>• Dead-space free design</li> </ul>	
	<ul style="list-style-type: none"> <li>• Integrated leakage monitoring system to protect the environment and other devices</li> </ul>	
	<ul style="list-style-type: none"> <li>• Functional test must be performed during operational qualification of the water treatment line as no fluid is present in the system during installation.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Opening and closing of the feed water inlet valve manually must be possible.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Run dry protection of the booster pump assembly.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Leakage test.</li> <li>• With the tank filled, check all connections for leakage.</li> </ul>	
Clause T4	<p><b>The feed water quality:</b> must be analyzed to design a suitable pretreatment including the following where necessary: Sand filter, Birm filter, Softener, Carbon filter and particle filters. The final water quality should have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Water hardness &lt; 1 °dH</li> <li>• Iron &lt;0.1 mg/l</li> <li>• Manganese &lt;0.1 mg/l</li> <li>• Chloride &lt;100 mg/l</li> <li>• Silicate &lt; 25 mg/l</li> <li>• Total salt content &lt; 1500 mg/l</li> <li>• Total chlorine &lt; 0.1 mg/l</li> <li>• SDI - Silt density index or colloid index &lt; 3</li> </ul>	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
<b>Clause T5</b>	<ul style="list-style-type: none"> <li>● <b>The booster pump:</b> supplied should be a multistage centrifugal pump with suction and discharge ports on same the level (in-line) enabling installation in a horizontal one-pipe system. The system must be fully automated and have full redundancy.</li> <li>● Pump materials in contact with the liquid are in high-grade stainless steel.</li> <li>● Housing material: Stainless steel 1.4301</li> <li>● Impeller: Stainless steel 1.4301</li> <li>● Dead-space free design</li> <li>● The pumps fulfill the EuP IE3</li> <li>● Control electronics</li> <li>● Pressurizer vessel</li> <li>● Run-dry protection</li> <li>● Automatic pressure manager for single and double operation</li> <li>● Operation and malfunction indicator pump 1 and pump 2</li> <li>● Test mode pump 1 and 2</li> <li>● Emergency Manual operation possible</li> <li>● Pump current protection</li> <li>● overheat protection max 60°C</li> <li>● Pump supply voltage 380–415 V / 50 Hz / 16 A / 3N~ with CEE socket 16 A</li> <li>● Overcurrent protection: 3 x 16 A tripping characteristic: C, Ground fault interrupter. RCD 30 mA recommended</li> <li>● Power consumption: 1.1 kW (Single operation), 2.5 kW (Double operation)</li> <li>● Flow capacity: Single pump - 5.7 m<sup>3</sup>/h at 3.8 bar at a nominal pumping height of 37.8 m Dual pump - 7.8 m<sup>3</sup> at 3.5 bar in case of parallel operation of both pumps</li> <li>● Electrical safety (classification according to EN 60601-1:2006, IEC 60601-1:2005)</li> <li>● It must be possible to set digital pressure switching points of each pump to optimize efficient running of the system and pressure management.</li> </ul>	
<b>Clause T6</b>	<p>The feed water quality must be analyzed to design a suitable pre-treatment including the following where necessary: Sand filter, Birm filter, Softener, Carbon filter and particle filters. The final water quality water quality should have the following characteristics:</p> <ul style="list-style-type: none"> <li>● Water hardness &lt; 1 °dH</li> <li>● Iron &lt;0.1 mg/l</li> <li>● Manganese &lt;0.1 mg/l</li> <li>● Chloride &lt;100 mg/l</li> <li>● Silicate &lt; 25 mg/l</li> <li>● Total salt content &lt; 1500 mg/l</li> <li>● Total chlorine &lt; 0.1 mg/l</li> </ul> <p><b>SDI - Silt density index or colloid index &lt; 3</b></p>	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
Clause T7	<p><b>Particle filtration:</b> Based on a full chemical water analysis included in the offer, should comply to the following specification:</p>	
	<p><b>Sand filter:</b></p> <ul style="list-style-type: none"> <li>● – Programmable cycle times (weekdays or interval selection)</li> <li>● – Reliable and easy three-step program control</li> <li>● – Monitoring of history values</li> <li>● – Backwash cycle scan with optical sensor</li> <li>● – Dead-space free sample port</li> <li>● – 3-cycle sand filter</li> <li>● – Simple piping installation</li> <li>● – Large LCD display for simplified programming</li> <li>● – Optical sensor for precision cycle positioning</li> <li>● – Super capacitor for keeping time of day during power outage</li> <li>● – Programming stored in memory and will not be lost due to power outages</li> </ul>	
	<p><b>Carbon filter:</b></p> <ul style="list-style-type: none"> <li>● – Programmable cycle times (weekdays or interval selection)</li> <li>● – Reliable and easy three-step program control</li> <li>● – Monitoring of history values</li> <li>● – Backwash cycle scan with optical sensor</li> <li>● – Dead-space free sample port</li> <li>● – 3-cycle active carbon filter</li> <li>● – Simple piping installation</li> <li>● – Large LCD display for simplified programming</li> <li>● – Optical sensor for precision cycle positioning</li> <li>● – Super capacitor for keeping time of day during power outage</li> <li>● – Programming stored in memory and will not be lost due to power outages</li> <li>● Steam activated, coal based granular activated carbon</li> <li>● Specific advantages: <ul style="list-style-type: none"> <li>● – It has a large inner surface and therefore results a high adsorptive capacity</li> <li>● – Recommended for dechlorinating.</li> <li>● – Filtration of organic impurities and also acting as a mechanical filter for particulate reduction.</li> <li>● – The best all-round performing filter for purification of water</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>● <b>Iron &amp; Manganese Filter:</b> <ul style="list-style-type: none"> <li>● – Programmable cycle times (weekdays or interval selection)</li> <li>● – Reliable and easy three-step program control</li> <li>● – Monitoring of history values</li> <li>● – Backwash cycle scan with optical sensor</li> <li>● – Dead-space free sample port</li> <li>● – 3-cycle filter</li> <li>● – Simple piping installation</li> <li>● – Large LCD display for simplified programming</li> <li>● – Optical sensor for precision cycle positioning</li> <li>● – Super capacitor for keeping time of day during power outage</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>● – Programming stored in memory and will not be lost due to power outages</li> <li>● Birm® filter-material (designed to provide reducing iron in water)</li> <li>● – Iron removal efficiency is extremely high</li> <li>● – Negligible labor cost: Only periodic backwashing required</li> <li>● – Durable material</li> </ul>	
	<ul style="list-style-type: none"> <li>● <b><u>Water softener:</u></b></li> <li>● – The softener is an indispensable component of a central water treatment system in a dialysis unit. It replaces all components in the water causing water hardness, such as calcium (Ca<sup>2+</sup>) and magnesium (Mg<sup>2+</sup>), by sodium (Na<sup>+</sup>)</li> <li>● – high-purity, premium-grade cation-exchange resin</li> <li>● – Programmable cycle times (weekdays or interval selection)</li> <li>● – Reliable and easy three-step program control</li> <li>● – Monitoring of history values</li> <li>● – Peak flow rate monitoring</li> <li>● – Current consumption displayed</li> <li>● – Regeneration cycle scan with optical sensor</li> <li>● – Dead-space free sample port</li> <li>● – High efficiency 5-cycle conditioner</li> <li>● – Simple piping installation</li> <li>● – Twin parallel or alternating configuration</li> <li>● – Large LCD display for simplified programming</li> <li>● – Optical sensor for precision cycle positioning</li> <li>● – Super capacitor for keeping time of day during power outage</li> <li>● – Programming stored in memory and will not be lost due to power outages</li> </ul>	
	<p><b>Particle Filtration Double</b></p> <ul style="list-style-type: none"> <li>● – Fine Filtration</li> <li>● – Dead-space free design</li> <li>● – Particle filters are used to adsorb particles which may be released from the water treatment system and other suspended solids still present in the feed water</li> <li>● – Input /output pressure gauges</li> <li>● – Drain sample valve</li> <li>● – Big housings offer the versatility to meet large-capacity filtration needs</li> <li>● – The extra-large housing allows for greater cartridge capacity, reducing the number of vessels required for high flow-rate applications</li> <li>● – Dual filter must include (20") / 5 µm / with bypass</li> <li>● – Dual filter must include (20") / 20 µm / with bypass</li> <li>● – The filter capacity must be up to 4000 L/h</li> </ul>	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
<b>Clause T8</b>	The bidder is to offer a fully automated modular Reverse Osmosis system to supply permeate water quality according to: <b>ISO 13959:2014; ISO 26722:2014 &amp; ISO 23500:2014 standards</b> of dialysis water quality standards. The device must comply to medical device directives – Class IIb. The RO System must be completely redundant. If the 1 <sup>st</sup> stage is faulty, the second stage should supply permeate and vice versa for the second stage failure. The device must be able to connect minimum of 25 dialysis machines simultaneously.	
<b>Clause T9</b>	<p>The device should comply with the following specification:</p> <ul style="list-style-type: none"> <li>– Dead space free design</li> <li>– Detailed error reporting</li> <li>– Remote control over web server</li> <li>– Data logging (Service data recorder function)</li> <li>– Initial self-test of all safety-relevant actuators and sensors</li> <li>– Monitoring of performance data / cleaning records – quality documentation and trend monitoring</li> <li>– The pump fulfills the EuP IE3 requirements</li> <li>– Soft membrane start and stop function</li> <li>– Semi-automatic chemical disinfection with HD integration possible</li> <li>– Semi-automatic decalcification</li> <li>– Internal leakage sensor</li> <li>– Integrated leakage monitoring</li> <li>– High-speed membrane flushing interval during Rinse program</li> <li>– Separate emergency operation for first and second stage</li> </ul>	
<b>Clause T10</b>	The bidder must provide the necessary service software to facilitate error report decoding to assist with trouble shooting of the device.	
<b>Clause T11</b>	The device can supply permeate directly to the haemodialysis units at a capacity from 1000 - 3000L/h. This can therefore provide permeate for up to 60 haemodialysis machines simultaneously (50L/h per device)	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
<b>Clause T12</b>	The Reverse Osmosis unit's capacity must be upgradeable in stages of 500L/h units with a minimal cost and down time.	
<b>Clause T13</b>	The RO Unit must comply with <b>Electrical safety (classification according to EN 60601-1:2006, IEC 60601-1:2005)</b> . Protection against electrical shock – class I, Type B.	
<b>Clause T14</b>	<p>The Reverse Osmosis membranes should conform to the following parameters:</p> <p>Rejection rate (membrane only) &gt; 99% for bacteria and endotoxins</p> <p>Rejection rate (membrane only) &gt; 96% for dissolved salts (average)</p> <p>Configuration: Spiral wound membrane</p> <p>Polymer: Composite polyamide</p>	
<b>Clause T15</b>	<p>A complete set of alarm limits must be resettable in the software of the micro-computer of the device to ensure permeate quality and device safety including:</p> <p>Permeate conductivity max. 2 to 100 µS/cm 50 µS/cm</p> <p>Permeate temperature max. 7 to 37 °C 32 °C</p> <p>Soft water conductivity max. 10 to 2500 µS/cm</p> <p>Soft water temperature max. 7 to 37 °C 30 °C</p> <p>Soft water supply min. 5 to 100 l/min 25 l/min</p> <p>Min. concentrate pressure 2 to 14 bar 4 bar</p> <p>Max. concentrate pressure 15 to 20 bar 15 bar</p> <p>Permeate conductivity stage 1 max. 2 to 100 µS/cm</p> <p>Permeate temperature stage 1 max. 7 to 37 °C</p> <p>Conc. pressure stage 2 min. 2 to 14 bar</p> <p>Conc. pressure stage 2 max. 15 to 20 bar</p>	
<b>Clause T16</b>	The device must have an electronic adjustable yield setting (55% to 75%) for the supply mode which also ensures water saving.	
<b>Clause T17</b>	All unused permeate must be returned to the break tank which is integrated in the RO System to be re-treated through the reverse osmosis membranes	
<b>Clause T18</b>	A comprehensive set of error codes must be integrated in the software of the device to indicate warnings and failures which will simplify troubleshooting.	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
<b>Clause T19</b>	<p>The Supply voltage required for the device should be 380–415 V~, 50–60 Hz; 3L / N / PE: CEE socket 16 A. The overcurrent protection characteristics should conform to the following parameters:</p> <ul style="list-style-type: none"> <li>• 3 x 16 A tripping characteristic if there are high starting currents on each stage.</li> <li>• Residual current circuit breaker RCD 30 mA must be ensured in the installation</li> <li>• RO Machine must have a backup battery that will run minimum of 5 minutes to allow the backup generator to kicks in case of power failure</li> </ul>	
<b>Clause T20</b>	The system must have the possibility for the following external connections:	
<b>Clause T21</b>	LAN / Port: RJ 45 – Electrically isolated interface for data exchange. – The system can be connected to the in-house network.	
<b>Clause T22</b>	<p>RS232 Interface for data exchange (reserved for service / diagnostics)</p> <p>External start / stop Isolated inputs to start to SUPPLY or to stop all operating modes.</p>	
<b>Clause T23</b>	Volt-free contacts: warning, alarm, supply Volt-free contacts to inform about the status of the RO System.	
<b>Clause T24</b>	External failure Electrically isolated input as "collective alarm" from ext. equipment.	
<b>Clause T25</b>	The system must be able to run in an emergency operation mode in the event of a micro-computer or display failure with the same water quality as in normal supply mode. I.e: An emergency operation mode.	
<b>Clause T26</b>	The device must have a Visual LED indicator with buzzer that can provide valuable information about the system in the renal unit at the nurse station.	
<b>Clause T27</b>	In the event of a conductivity & temperature alarm limit being exceeded, the RO System should divert the poor quality permeate to drain to ensure permeate safety for the patients. The system should automatically return to normal supply mode once the quality of permeate is within the alarm limits.	
<b>Clause T28</b>	Connection up to 3 permeate ring mains should be possible with each ring main having its own pressure holding valve with permeate sample ports.	
<b>Clause T29</b>	Water leakages must stop permeate delivery and shut down systems to prevent any further leakages with an external leakage sensor connected to the system including the RO system and booster pumps.	
<b>Clause T30</b>	The device must have the option of an integrated heat disinfection system should an upgrade of such be required.	

NO	TECHNICAL SPECIFICATION – PRE TREATMENT SYSTEM	STATE: YES OR NO
<b>Clause T31</b>	All materials used in the manufacture of the device that come into contact with permeate should be biocompatible.	
<b>Clause T32</b>	List all possible options that can be integrated into the system that are compatible with the device that can improve safety and functionality. Provide a price list of each component.	
<b>Clause T33</b>	The RO System should not require any calibration or adjustment during the course of the start-up or TSC / MA.	
<b>Clause T34</b>	The loops must be constructed using Polycop pipe which is smooth to avoid moulds build up inside the loop. The loops must be covered and secured into conduit clearly marked purified water outlet and two drain outlets. The connectors must be quick couple connectors and hand operated without special tools to connect and disconnect. These loops must connect to 25 beds and return back to the RO the unused water.	



**ADDINGTON HOSPITAL**

**BILL OF QUANTITY FOR REVERSE OSMOSIS ROOM**

**NOTES TO CONTRACTORS / TENDERERS:-**

**All items to be priced fully inclusive of all charges e.g labour, scaffolding, materials, profit, etc., but excluding Value Added Tax.**

**Contractors are warned that the institution is fully functional and occupied.**

**The Administration reserves the right to negotiate prices in the Bill of Quantities.**

**All rubble and redundant equipment shall be removed from the institution's property by the contractor as soon as is practically possible.**

**All equipment and materials used in this contract shall be that which is specified or other approved.**

**Other approved shall mean prior to submission of tender.**

**The Contractor is advised to examine and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.**

**Contractors are advised that the mechanical and electrical contractors will run concurrently with the structural contract and are requested to work in consultation with the appointed contractors in this regard.**

**All work shall be carried out according to the Department of Health's Standard Preambles to all Trades-copies of which can be collected from the Department's offices at 310 Jabu Ndlovu Street, Pietermaritzburg, -the OHS Act, National Building Code of Practices and Regulations and the SANS 10142-1 Code of Practice for the Wiring of Premises as well as the National Building Regulations.**

**All quantities are provisional and shall be remeasured after completion of the works and prior to the submission of any invoices for work done by the Contractor.**

**Room dimensions: 4m x2.38m**

<b>ELECTRICAL/MECHANICAL INSTALLATION</b>					
<b>PROVISIONAL ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>SUPPLY QUANTITY</b>	<b>SUPPLY RATE</b>	<b>SUPPLY TOTAL</b>
1	Allow for the appointment of accredited of an accredited Health, Safety and Environment consultant to prepare safety and risk assessment plan including supervision thereof for duration of the contract	Item			
2	Replacement of 4 existing electrical plug points	Item			
3	Supply and install ILM/DNL/CNV/60W incandescent light fitting complete with globes or other approved.	No			
4	Supply and install labelling to conform to DOH Policy Document on the Design of Electrical Installations.	Item			
5	Supply and install A/C of 24000 BTU/H and connect it to the existing DB.	Item			
6	Issue of Compliance Certificate in accordance with SANS 10142-1 Code of Practice	Item			
<b>PROVISIONAL ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>SUPPLY QUANTITY</b>	<b>SUPPLY RATE</b>	<b>SUPPLY TOTAL</b>
<b>STRUCTURAL</b>					
7	Remove existing floor covering	m2			
8	Remove existing machine RO equipment and dispose	m			
9	Remove existing wall tiling	m			
10	Repair wall cracks and paint with light grey colour.	m			
11	Grey vinyl floor covering. 3 coats of sealer with final coat buffed up to a shine.	m2			
12	Drainage is required and connected to the nearest drainage system	No			
13	Door to be replaced with solid wooden door painted in grey and the door frame also painted in grey	No			
14	Provide a protective enclosure for electrical motors and sensors as per clause T2 on the technical specification.	No			
<b>TOTAL SUPPLY AMOUNT CARRIED FORWARD TO QUOTATION FORM</b>					

**SCHEDULE OF OPTIONAL ACCESSORIES**

Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users. The receiving Institutions may purchase individual accessories necessary for their particular Institution.

CAT NO	ITEM	PRICE INCLUDING VAT

**GENERAL INFORMATION REQUIRED**  
*FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER*

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

Final Bid / Quotation Price inclusive of V.A.T. \_\_\_\_\_

Local (KwaZulu-Natal) Agent \_\_\_\_\_

Delivery Period \_\_\_\_\_

R S A Import Permit Holder \_\_\_\_\_

BIDDER \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_  
*(PLEASE PRINT)*

**SECTION L: PRICING SCHEDULE**

Name of bidder.....	Bid number: <b>ZNB 9007/2022-H</b>
Closing Time <b>11:00am</b>	Closing Date: <b>18/10/2022</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: ZNB 9007/2022-H: SUPPLY AND DELIVERY OF 2 X CENTRALISED WATER TREATMENT & CONDITIONING SYSTEMS FOR DIALYSIS UNIT: ADDINGTON HOSPITAL: ONCE OFF**

<p><b>1) UNIT PRICE IN RSA CURRENCY to include:</b></p> <ul style="list-style-type: none"> <li>➤ (ALL APPLICABLE TAXES INCLUDED)</li> <li>➤ (INCLUSIVE OF 24 MONTHS GUARANTEE, INSTALLATION, TRAINING, COMMISSIONING, AND STIPULATED COMPULSORY ACCESSORIES)</li> </ul>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>
<p><b>2) TOTAL BUILDING WORKS CARRIED TO SUMMARY PAGE : BOQ</b></p>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>
<p><b>3) TOTAL BID PRICE FOR TWO (2) UNIT IN RSA CURRENCY:</b></p> <ul style="list-style-type: none"> <li>➤ (TOTAL BID PRICE = 2 X UNIT PRICE ++ BOQ i.e. <b>TOTAL OF 1 and 2</b>)</li> <li>➤ (ALL APPLICABLE TAXES INCLUDED)</li> </ul>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>

Required by: **KZN DEPARTMENT OF HEALTH**

-At: **ADDINGTON HOSPITAL**

Country of origin .....

Brand .....

Delivery period (on order) .....

**Failure to comply with the above shall invalidate the offer received.**

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

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

## SECTION M: OBJECTIVE EVALUATION CRITERIA

Evaluation will be based on the following:

Phase 1: Minimum Compulsory Requirements

Phase 2: Technical Evaluation

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		
				YES	NO	N/A
<b>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:</b>						
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: BIDDER'S DISCLOSURE (SBD 4)	Yes	Yes			
5	SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)	Yes	Yes			
6	SECTION F: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Yes	Yes			
7	SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	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: SPECIAL CONDITIONS OF CONTRACT (SCC)	Yes	Yes			
11	SECTION K: SPECIFICATION	Yes	Yes			
12	SECTION L: PRICING SCHEDULE	Yes	Yes			
13	SECTION N: COMPULSORY SITE INSPECTION	Yes	Yes			
<b>Prospective Bidders MUST provide the following as per the Mandatory Requirements:</b>						
1.	Consortium/ Joint Venture/ Partnership agreement, if applicable.	Yes If Applicable	Yes If Applicable			
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points.	Yes	Yes			
3.	Letter of undertaking if the bidder is not the manufacturer of the item <b>or confirmation</b> if the bidder is the manufacturer of the item.	Yes	Yes			
4.	Descriptive literature, pamphlets, brochures applicable to the offer.	Yes	Yes			

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		
				YES	NO	N/A
5.	ISO 11663:2009; ISO 13959:2009; ISO 26722:2009 standards – as per Clause T1	Yes	Yes			
6.	ISO 13959:2014; ISO 26722:2014 & ISO 23500:2014 standards – as per Clause T8	Yes	Yes			
7.	International Electrical safety Standards (classification according to EN 60601-1:2006, IEC 60601-1:2005 – as per Clause T13	Yes	Yes			

## Phase 2: Technical Evaluation

The system offered must comply fully with or exceed all of the minimum specification requirements as per the Clauses as contained in the Specification. The prospective bidder is required to provide descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) for the Technical Evaluation.

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

## Phase 3: Price and Preference Points

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).

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

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.

**SECTION N: COMPULSORY SITE INSPECTION CERTIFICATE**

**ZNB 9007/2022-H:  
SUPPLY AND DELIVERY OF 2 X CENTRALISED WATER TREATMENT & CONDITIONING  
SYSTEMS FOR DIALYSIS UNIT: ADDINGTON HOSPITAL: ONCE OFF**

**COMPULSORY SITE INSPECTION**

- **Date: 7th October 2022**
- **Time: 9h00 am**
- **Venue: Addington Hospital**

Site/building/institution involved:

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

ATTENDED THE SITE INSPECTION HELD ON

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE GOODS/ SERVICES OR  
WORKS TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP:**  
(OPTIONAL)

**DATE:** .....