



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH

BID NUMBER:	HEDP 006/22/23	CLOSING DATE:	19/08/2022	CLOSING TIME:	11:00
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DESCRIPTION	ESTABLISHMENT, OPERATION AND MAINTENANCE OF DONOR HUMAN BREAST MILK BANK(S) IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF FIVE YEARS (60) MONTHS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. Simango T.O / Ms. Motene N.M	CONTACT PERSON	Mr. Matthews PS
TELEPHONE NUMBER	(015) 293 6352 / (015) 293 6350 (071) 861 9937 / (063) 692 9368	TELEPHONE NUMBER	015 293 6198
E-MAIL ADDRESS	Tintswalo.simango@dhsd.limpopo.gov.za	E-MAIL ADDRESS	<u>daddy.matthews@dhsd.limpopo.gov.za</u>

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE DEPARTMENTAL PREFERENTIAL PROCUREMENT POLICY OF 2022 , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(SERVICES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Delivery period after receipt of an official order:
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

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 interest¹ 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:

.....

¹ 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 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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 bidde

² 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.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US \$10 million; or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US \$10 million.
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;

- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

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

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).

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5 BID DECLARATION

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

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

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

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

7 SUB-CONTRACTING

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

(Tick applicable box)

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

7.4.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.4 Name of company/firm:.....

8.5 VAT registration number:.....

8.6 Company registration number:.....

8.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.9 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.11 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAFIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payments
17. Prices
18. Contract amendments
19. Assignment
20. Subcontractors
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency

- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally. 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 “Day” means calendar day. 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight
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	<p>and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>

6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance Security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

	9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10.Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11.Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12.Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13.Incidental Services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14.Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15.Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

	<p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16.Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17.Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18.Contract Amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19.Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20.Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21.Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22.Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a</p>

	<p>penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<p>23. Termination for default</p>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>

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

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

General Conditions of Contract



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP 006/22/23: ESTABLISHMENT, OPERATION AND MAINTENANCE OF DONOR HUMAN BREAST MILK BANK(S) IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF FIVE YEARS (60) MONTHS

TABLE OF CONTENTS

CONTENT	PAGE
<u>1. DEFINITIONS</u>	33
<u>2. PURPOSE</u>	35
<u>3. BACKGROUND</u>	35
<u>4. SCOPE OF WORK</u>	35
<u>5. EVALUATION CRITERIA</u>	35
<u>6. KEY ASPECTS OF THE BID PROPOSAL</u>	42
<u>7. BID AWARD & CONTRACT CONDITIONS</u>	43
<u>8. CONTRACT ADMINISTRATION</u>	44
<u>9. PRICING</u>	44
<u>10. PRICE ADJUSTMENTS</u>	44
<u>11. RATE OF EXCHANGE (ROE) CLAIMS</u>	45
<u>12. TECHNICAL SPECIFICATIONS</u>	46
<u>13. BRIEFING SESSION</u>	59
<u>14. ENQUIRIES</u>	60
<u>ANNEXURE A: COMPANY PROFILE (BIDDER'S EXPERIENCE FOR THE PAST 5 YEARS)</u>	61

1. DEFINITIONS

1.1	“Mandatory” -refers to the document or an area in terms of the bid that is required, obligatory and /or compulsory. Non-submission or compliant with means no further evaluation of the bid will be entertained. NB: Demonstrated through a hash sign(#)
1.2	“Acceptable Bid” - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
1.3	“All-inclusive maintenance plan” - comprehensive package that covers all services, maintenance, all repairs including spare parts required, normal wear and tear requirements, transport, accommodation and labour.
1.4	“Bid” - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
1.5	“Bidder Agent” - means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
1.6	“Bidders” - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
1.7	“Client” - means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
1.8	“Comparative Price” - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
1.9	“Consortium” - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
1.10	“Department” means the Limpopo Department of Health
1.11	“Disability” - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
1.12	“Firm Price” - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

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

1.28	“Trust” - means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
1.29	“Trustee” - means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
1.30	“Universal Medical Device Nomenclature System (UMDNS)” - is a standard worldwide nomenclature for medical devices that has been officially adopted by many nations. It is produced by the ECRI Institute.
1.31	“Donor Human Breast Milk”- means human breast milk. This is milk that been donated by volunteer breastfeeding mothers who are not related to the recipient babies

2. PURPOSE

The purpose of this request for bid (RFB) is to invite service providers with a solid experience and track record in the establishment, operation and maintenance of donor human breast milk bank to provide the required services in the Limpopo Department of Health for a period of sixty (60) months.

3. BACKGROUND

Internationally, human milk banking has been identified as a method of feeding by the World Health Organization (WHO) and United Nations International Children’s Fund (UNICEF) in the 2002 WHO/UNICEF Global Strategy for Infant and Young Child Feeding.

It highlights human milk banking as an alternative feeding method in those cases where infants cannot be breastfed normally and require an alternative feeding method. Following the Tshwane Consultative meeting in August 2011, the National Nutrition Directorate developed the National Implementation Plan for Breastfeeding Promotion in South Africa. This plan highlighted that breastfeeding, especially exclusive breastfeeding is central to achieving the Sustainable Development Goal 1 for child survival. Within the implementation plan, the National Department of Health has prioritized the scaling up of breast milk banks in the country.

This has also led to the development of South African Regulations relating to human milk banks, which are presently out for public comments.

Facts: The 2008 Lancet series on maternal and child under nutrition provides information that breastfeeding support is the most cost effective intervention, which can contribute effectively to decreasing child mortality and morbidity. A review of child survival interventions that are feasible for delivery at high coverage in low income settings in 42 countries showed that the promotion, support and protection of breastfeeding is effective in preventing deaths from diarrhoea, pneumonia and neonatal sepsis. Breastfeeding has been shown to prevent 13% of all <5yr deaths in countries with high <5yrs mortality rate.

Research indicates that premature infants that are fed non-human milk have a higher risk of developing complications such as necrotising enterocolitis (NEC). This further supports the need

to implement an intervention that will minimise morbidity and mortality in these patients. Breastfeeding has been shown to far outweighing the number of deaths that can be prevented from any other single prevention intervention. This makes breast milk a clinical standard for preterm and term infants, including very low-birth-weight infants.

It is on the basis of this background that the Limpopo Department of Health seeks the service under this request for bids (RFB).

4. SCOPE OF WORK

4.1. The services will be rendered through outright purchase.

4.2. The services will also include maintenance of an existing donor human breast milk bank(s).

4.3. The successful bidder is expected to:

4.3.1. Establish, operate and maintain the donor human breast milk bank(s) in the Limpopo Department of Health as per **TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE** for a period of sixty (60) months as and when the need arises.

4.3.2. Supply and deliver WHO pre-qualified cooler box.

4.3.3. Supply and deliver WHO pre-qualified water-based Ice –packs

5. EVALUATION CRITERIA

This bid shall be evaluated in **Three (3) Phases** as follows:

- Phase 1: Administrative compliance
- Phase 2: Evaluation on Functionality
- Phase 3: Evaluation on Price and BBBEE

5.1. FIRST STAGE: ADMINISTRATIVE REQUIREMENTS

5.1.1. Bidders shall take note of the following guidelines:

5.1.2. The below administrative bidding requirements must be complied with and required documents must be attached before consideration for evaluation.

5.1.3. The bidder shall respond with “**Comply**”, “**Not Comply**” or “**Not Applicable**” in the apportioned spaces. The “**Not Applicable**” answer shall only be considered where the response field has the wording “**if Applicable**”

NB: BIDDERS MAY BE DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ABOVE GUIDELINES WHEN RESPONDING TO ADMINISTRATIVE REQUIREMENTS

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply / Not Comply/Not Applicable)
5.1.4.	Submission of the following Standard Bidding Documents(Fully completed and signed)	
5.1.4.1.	SBD 1 – Invitation to Bid	
5.1.4.2.	SBD 3.1 - Pricing Schedule	
5.1.4.3.	SBD 4 - Bidder's disclosure	
5.1.4.4.	SBD 5 - National Industrial Participation Programme (If Applicable)	
5.1.4.5.	SBD-6.1 - Preference points claim form in terms of the preferential procurement regulations 2017	
5.1.5.	Naming of the bidding company must be consistent in the request for bid (RFB) document, whichever is the case. Deviations to the pre-requisite will disqualify the bid.	
5.1.6.	Proof of Central Supplier Database Registration OR Attachment of Central Supplier Database Registration Report(CSD)	
5.1.7.	Submission of an own Company profile and Completion of Annexure A: Portfolio of Current and Completed Projects	
5.1.8.	Attach certificate of certified laboratories which is used to test the human donor breastmilk.	
5.1.9.	In case of consortium or Joint Venture (If Applicable) the following are required:	
5.1.9.1.	Signed agreement between involved parties indicating the lead member	
5.1.9.2.	Every member of the consortium or Joint Venture is registered on the central supplier Database.	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply / Not Comply/Not Applicable)
5.1.9.3.	Letter of the appointment by the consortium/joint venture parties for a representative to sign the bid documents	
5.1.9.4.	All parties of the consortium/joint venture must submit their individual documents referred above (i.e Company Profile, Annexure B, proof of CSD Registration and Financial Capacity)	
5.1.10.	Bidders must quote for all listed items on the pricing schedule and may further submit a detailed breakdown of their pricing.	
5.1.11.	Returnable documents should be properly indexed with a contents list	

NB: Failure to attach or complete and/ or sign any of the designated arrears of the documents mentioned above may render the bid unacceptable.

5.2. SECOND STAGE: FUNCTIONALITY EVALUATION REQUIREMENTS

- 5.2.1. Bidder shall be a service provider possessing experience of establishment, maintenance and operation of donor human breast milk bank(s).
- 5.2.2. Bidder should have at least three (03) years Market Standing as a supplier of donor human breast milk bank(s).
- 5.2.3. Bidder should have experience and knowledge of modes of packaging, distribution &
- 5.2.4. **Transportation of human tissue donor breast milk** including breast milk bank satellites.
- 5.2.5. Company Profile
- 5.2.6. The company profile must entail track record and experience of the company in the services required under this bid. (Contactable References and Evidence e.g. Purchase Orders, Invoices and Contracts, Disbursement reports/ Payment advise must be provided).
- 5.2.7. In addition to the bidder's own company profile, the bidder must complete the departmental provided company profile template herein referred to as **Annexure A.**

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

Provide Proof of Financial Capacity to a minimum sum of **One million Rands (R1 000 000)**.

- a) Proof of support from a (National Credit Regulator) NCR registered Financial Services Provider / Financial Institution on primary funding.

OR

- b) An undertaking by a registered financial institution (bank) to provide funding/revolving credit, or overdraft facility. *(Not a conditional assessment of Credit Rating or Bank Rating)*

OR

- c) An undertaking by the National Credit Regulator (NCR) registered institution to provide funding / revolving credit.

OR

- d) Current three months bank statement averaging the minimum value of R500 000 on a month to month.

NB: All the above must be duly signed by designated authorities and stamped not older than three months.

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

TOTAL SCORE		100		
ACCEPTABLE MINIMUM SCORE		70		
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
a)	Experience and Track Record of the Bidder (Annexure A must be completed)	25	Company/ Organization experience in provisioning establishment, operation and maintenance of donor human breast milk banks: Number of Months:	
			(61 Months and above)	Excellent (5)
			(49 - 60 Months)	Very Good (4)
			(25 - 48 Months)	Good (3)
			(13 – 24 Months)	Average (2)
			(0 to 12 Months)	Poor (1)
		25	Track Record in provisioning establishment, operation and maintenance of donor human breast milk banks: Number of donor human breastmilk banks established (Attach Orders and Disbursement Reports/ Payment Advise):	
			Seven and above breast milk banks established	Excellent (5)
	Five to six breast milk banks established	Very Good (4)		

			Three to four breast milk banks established	Good (3)
			One to two breast milk bank established	Average (2)
			None breast milk bank established	Poor (1)
b)	Financial Capacity	20	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded the contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:	
			R 1000 000 and Above	Excellent (5)
			R 700 001 To R 1000 000	Very Good (4)
			R 500 001 To R 700 000	Good (3)
			R 300 001 To R 500 000	Average (2)
			R 01 To R 300 000	Poor (1)
c)	Project Methodology (Break-Down Structure)	10	Project Methodology Breakdown Structure Shall be allocated points as follows:	
			Pre Project Implementation Phase Activities	
			Activities are clear, logical and demonstrate a high level of understanding of the project deliverables and time frames.	Exceptional (5)
			Activities are clear, logical and demonstrate an understanding of the project deliverables and time frames.	Very Good (4)
			Activities are clear and logical	Good (3)
			Activities are illogical	Average (2)
			No activities	Poor (1)
		10	Project Implementation Phase Activities	
			Activities are clear, logical, tailor-made and demonstrate a high level of understanding of the project deliverables and time frames.	Exceptional (5)
			Activities are clear, logical and demonstrate an understanding of the project deliverables and time frames.	Very Good (4)
			Activities are clear and logical	Good (3)
			Activities are illogical	Average (2)
			No activities	Poor (1)
		10	Contingency Plan	
			Plan clear, realistic and demonstrate a high level of understanding of the proposed contingencies	Exceptional (5)
			Plan clear and realistic and demonstrate an understanding of the proposed contingencies	Very Good (4)

			Plan produced and convincing that the methodology can be delivered using proposed contingencies	Good (3)
			Plan produced but not convincing that the methodology can be delivered using proposed contingencies	Average (2)
			No Plan	Poor (1)

6. TECHNICAL SPECIFICATIONS

6.1. General Requirements of the Specifications:

6.1.1. All equipment required and price quotations must take the following into account: (failure to demonstrate the consideration of these requirements may result in disqualification of the bid):
(NB: If no alterations are required for the donor human breast milk bank(s), for Item 12.: Technical Specifications, the bidder must submit separated quotes of alterations (which may be required) that will be used for other institutions that may require the establishment of a donor human breast milk bank(s), as the need arises).

6.1.2. Establishment and Alterations:

- a) The bid price to include establishment, operation and maintenance of the donor human breast milk bank including commissioning of the equipment.
- b) Cost for any additional alterations required to convert and refurbish the available space must be stated in the bid price.
- c) State delivery time.
- d) State installation time.
- e) Bidder to investigate if there is suitable access for the delivery of the equipment.
- f) Compulsory site visit prior to establishment and alterations.
- g) Site must be evaluated and all identified pre-installation gaps must be quoted prior to establishment.

NB: The bidders must quote the cost of alterations for the following, amongst any other.

FOL	DESCRIPTION
1	Roof
2	Ceiling
3	Painting
4	Cupboards or cabinets
5	Shelves
6	Walls
7.	Other (Bidder to Specify)

NB: The bidder must also, quote air conditioning requirements including maintenance and warranty.

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

6.1.3. Power Supply

- a) Bidder must investigate the present electrical supply thoroughly and if any alterations are required, the bidder must also quote power supply requirements including consumables.
- b) Uninterrupted Power Supply (UPS) preventing damage as a result of shortcomings or inconsistencies to the power supply must be included in the quoted price.
- c) The bidder must certify that they would be responsible, under the terms of the warranty and subsequent service contracts, to meet all costs for damage occurring as a result of any electrical variations.

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

5.3 Third Stage: Evaluation on Price and BBEE

- 5.3.1 This bid shall be evaluated in terms of 80/20 preference points system.
- 5.3.2 Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).
- 5.3.3 In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).
- 5.3.4 Should bidder(s) fail to submit the valid BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 5.3.5 Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: Bidders must submit a Sworn Affidavit or B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Companies Act 71 of 2008 together with the bid.

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

6. Quote Submissions

a. All prices charged should be inclusive of **Business Overheads and VAT**.

7. PRICING SCHEDULES

ITEM	DESCRIPTION	QUANTITY	UNIT INCLUSIVE	COST	ANNUAL COST INCLUSIVE
13.1.1	EQUIPMENT FOR HUMAN MILK BANK SERVICES				
13.1.1.1	<p>Pasteuriser</p> <p>Total water capacity: 75L Power supply: 230 VAC, Max 5KW (30 A peak start) Heat Load: 9895 btu/hr Bottle capacity: max (120ml bottles): 40 bottles, 4,32L total including sacrificial sample Bottle containment: 4 baskets with 9 bottles each Initial cycle time from cold start: Under 2 hours Cycle time of consecutive cycles (hot start): ± 75 minutes Water usage: 5 cycle system flush = 14 litres of water per cycle, 22 litres per cycle and recycles the cold water Cooling reaction from 62.5 to 15 degrees in 7 minutes</p>	1	R		R
13.1.1.2	<p>Fridge with Freezer</p> <p>170l width 50cm height 140cm depth 49cm model</p>	2	R		R
13.1.1.3	<p>Chest Freezers</p> <p>Capacity: Net capacity 195lt gross 210 and energy efficiency Multimode: Shift to a chiller or freezer H 86cm W 75,1cm D72,5cm 5-year guarantee 1x plastic basket Aluminium interior</p>	3	R		R
13.1.1.4	<p>FAN FILTER UNIT</p> <p>To supply and install 3300 fan filter unit</p> <p><u>GENERAL SPECIFICATIONS:</u> Used for both positive and negative pressurization. Outer panels are electro statically charged epoxy powder coated for durability and protection. Pre-filtration (300 x 300 x 50mm panel filter) Secondary filtration (300 x 300 x 300mm 95) and HEPA filtration (305 x 305 x 300mm HEPA filter) Side access to filters for easy changing Neat and versatile and can be arranged either vertically, horizontally or in line</p>				

	Galvanized double inlet D2E VAC fan- is capable of 900m3/h with speed controller Optional: Differential Pressure Gauges			
13.1.1.5	Laminar Flow Bench/Filter (air filter for the bank)	1	R	R
13.1.1.5	Computer Windows 10 Pro Processor: Intel Core i7-10510U LCD: 14 inch Graphics: UHD Graphics Memory: 8 GB DDR4 Storage: 1024GB WWAN: LTE Battery: 48Wh Warranty: 3 Years on site	1	R	R
13.1.1.6	Barcode Printer	1	R	R
13.1.1.7	Beyond wireless temperature mapping device (Temperature monitoring of 5 points, ambient, cold chain and host chain management) WHO accredited electronic remote temperature mapping system, minimum temperature centigrade -10C maximum 55C. A minimum of 5 temperature inputs and relative humidity, the device must be configurable to monitor main power and or door position. Automatically logs temperature data which is then wirelessly transmitted via the local cellular network to a web-based portal where the user is able to view and download historic and real-time cold chain data via a secure username and password protected website from any internet enabled device	1	R	R
13.1.1.8	Induction sealing machine Machine model: DGYF- 500A Voltage: 220V/ 50Hz Power: 500W Sealing diameter: 20mm-100mm Dimension: 340x290x150mm Weight: 5kg	1	R	R
13.1.2	BUILDING ALTERATIONS (Bidder to provide separate breakdown of the total) refer to item 12.	m ²	R	R
13.1.3	POWER SUPPLY (Bidder to provide separate breakdown of the total) refer to item 12 of the technical specifications.		R	R

13.1.4	PLUMBING AND WATER INSTALLATION (Bidder to provide separate breakdown of the total) refer to item 12 of the technical specifications.		R	R
13.1.5	AIR CONDITIONING. Air conditioner must not be less than 12000BTU. Bidder must specify the appropriate air conditioner size (Bidder to provide separate breakdown of the total) refer to item 12 of the technical specifications.	each	R	R
13.1.6	Other Building Requirements (Bidder to provide separate breakdown of the total) refer to item 12 of the technical specifications.		R	R
13.1.8	CONSUMABLES			
13.1.8.1	Cooler boxes Deep lid Ci Box 6 pack 260x'180x240mm 22 litre cooler box(465x295x320) (1 x6)	each	R	R
13.1.8.2	Freezing Packs or Dry ice as required for transportation of human tissue	each	R	R
13.1.8.3	200ml bottles BPA free plastic of glass suitable for in-bottle pasteurisation, with lids and foil caps	Packs of 100	R	R
13.1.8.4	Pasteuriser service call outs (Maximum 3 call outs per year)	Per call out	R	R
13.1.8.5	Safety garments or protective gear e.g. Caps, gloves, face masks, disposable aprons, disposable shoe cover (Bidder to Specify quantities of packages per item)	Monthly	R	R
13.1.8.6	Sanispray 500ml	each monthly	R	R
13.1.8.7	Saniswipes 500ml	each monthly	R	R
13.1.8.8	Sanisoap 550ml (Hand Foam Scrub)	each monthly	R	R
13.1.9	ADMINISTRATION			
13.1.9.1	Management Fees:			
13.1.9.1.1	Provide quality assurance audit reports bimonthly	Quarterly	R	R
13.1.9.1.2	Training in the procedure and protocols required for the safe storage and transportation of breast milk	Monthly	R	R
13.1.9.1.3	Educational Training of health workers and staff on the use of donor human breast milk infant feeding	Monthly	R	R
13.1.9.1.4	Legal Documentation for donors and recipients of breast milk in official language (english).	Monthly	R	R
13.1.9.1.5	Supply of Poster, brochures and other publicity material	Monthly	R	R

13.1.9.1.6	Support of institutions in community initiatives such as amalga expression campaign and world breastfeeding week	Monthly	R	R
13.1.9.1.7	Development of standard operating procedures	Monthly	R	R
13.1.9.2	Adherence of food safety & security reporting software and temperature mapping	Monthly	R	R
13.1.9.3	Donor human breast milk bank top up institutions in emergencies when a hospital has insufficient quantities of milk available for its need	Monthly	R	R
13.1.9.3.1	Overnight courier services for samples and consumables in suitable packaging.	When Needed	R	R
13.1.9.4	Training of hospital staff (depending on staff coverage)	Annual	R	R
13.1.9.5	Provide 1 Coordinator	60 Months	R	R
Total Year 1		Total Price INCLUSIVE OF VAT for year 1		R
.....% Increase Year 2		Total Price INCLUSIVE OF VAT for year 2		R
.....% Increase Year 3		Total Price INCLUSIVE OF VAT for year 3rd		R
.....% Increase Year 4		Total Price INCLUSIVE OF VAT for year 4		R
.....% Increase Year 5		Total Price INCLUSIVE OF VAT for year 5		R
SUB-TOTAL			R	
PRICING CONTENTS FOR WARRANTY				
YEAR 1 : WARRANTY			R	
YEAR 2 : WARRANTY			R	
PRICING CONTENTS FOR COMPREHENSIVE MAINTANANCE (THIRTY SIX (36) MONTHS)				
YEAR 3			R	
YEAR 4			R	
YEAR 5			R	
TOTAL			R	

5. TECHNICAL SPECIFICATIONS : WHO PRE-QUALIFIED COOLER BOXES

ITEM NO	ITEM DESCRIPTION	SPECIFICATIONS	Comply /Not Comply / Not applicable
14.1.	<p>WHO pre – qualified cooler-boxes supplied with water based (Ice) packs</p> <p>Specification of Scope: The specification defines the requirements for WHO thermally insulated vaccine cooler-boxes with water (Ice) packs. These cooler-boxes are to be used during the transportation of human tissue donor breast milk.</p>	<p>Performance: The product must be able maintain positive required temperature (+2 to +8 degrees Celsius minimum of 14 hours and above as per WHO recommendation</p> <p>Storage capacity:</p> <p>a) LARGE: Volume range between 16 – 20 Litres</p> <p>Shape: Cooler box should be substantially square or rectangular in plan and section and preferable with rounded corners</p> <p>Lid: The cooler box must be fitted with an insulated lid which fits securely to the body of the container when closed so as to minimize temperature bridging and maximize structured strength. Hinged lids are acceptable, but are not mandatory.</p> <p>Hinges: Hinges, where fitted, must allow the lid to open beyond 90° to give full access to the interior of the cooler-box. Preferably the hinges must be recessed so that they are fully protected against damage during transport and storage. Hinges must be maintenance-free, without need for lubrication and must be secured to the container in a manner which prevents loosening due to vibrations.</p>	

Closure device: The lid should be fitted with a mechanism to secure it in place so that the cooler-box does not open if it is dropped onto its side or onto its lid when full. Acceptable closure devices include, but are not confined to, magnetic or mechanical catches. It must not be possible for the catch to open accidentally once engaged. Mechanical catches must be recessed so that they are fully protected against damage during transport and storage. Catches must be maintenance-free, without need for lubrication and must be secured to the container in a manner which prevents loosening due to vibration.

Carrying device: The body of the cooler-box must be fitted with one or more of the following carrying devices arranged so that the cooler-box can be comfortably carried in a substantially upright position:

Carrying handle: A hinged, sliding or molded-in handle attached to, or forming an integral part of, the container body or lid. When folded away, moveable handles must not extend beyond the maximum length, width or height of the cooler-box. The handle arrangement must not prevent stable stacking of the boxes.

Shoulder strap: An adjustable strap arrangement which allows the cooler-box to be carried over the shoulder.

Backpack: An adjustable padded strap arrangement which allows the cooler-box to be carried as a backpack.

All carrying devices must be robustly constructed and firmly attached in order to survive rough handling.

The cooler-box must carry factory-fitted non-removable labels designed to last the lifetime of the appliance. Labels should be in English or any of the other official languages in South Africa and should carry the following information:

On the outside of the lid, and/or on the front face of the vaccine cooler-box: As Annexure 1.

On the inside of the lid: As Annexure 2

Corrosion Resistance: All metallic components and their fixings must be constructed in stainless steel or a suitable non-ferrous metal.

Chemical resistance: The external and internal surfaces of the container must be resistant to chemicals used for disinfecting.

Interface requirements

Supply and dimensional compatibility with water-packs: The internal dimensions of the cooler-box must be compatible with any of the standard but WHO-approved type of water-packs (verifiable with WHO specification reference; E004) they are supplied with.

Dimensional compatibility with vaccine packaging: Cooler-boxes are generally used to carry human tissue donor breast milk. The net dimensions of the storage compartment (length, breadth and height, with water-packs in place) should accommodate all types of pre-filled vaccine presentation and the complete range of standard vaccine vials and ampoules up to 50 dose size.

Material

Casing material: Internal and external casing material and all joints between the molded components must be water and vapour proof, must resist UV degradation, must be easy to clean and must be selected with environmentally safe end-of life disposal in mind.

Thermal insulation foaming agents: Any gas complying with the limitations and deadlines set by the Montreal Protocol on the elimination of ozone-depleting chemicals.

Warranty

The product is to be covered by a replacement warranty in the event of any component failure arising from defective design, materials or workmanship. The manufacturer/ supplier should state the time period over which the rated cold life is assured.

Servicing provision

The product must achieve a maintenance-free life of not less than 5 years, apart from routine cleaning.

Disposal and recycling

The supplier is to provide information on any hazardous materials contained within the product and suggestions for resource recovery/recycling and/or environmentally safe disposal.

Training

The Service provider must provide training using virtual platform, also provide training material such as videos and user guide manuals.

Verification

The verification of the correctness of the product/ equipment to be supplied will be with the WHO PQS verification Protocol/ manual E004, thus the

		supplier must also supply a proof of WHO prequalification of the product supplied or to be supplied	
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8. COMPREHENSIVE MAINTENANCE PLAN PER YEAR

- a) The bidder must state the cost (**Inclusive of Vat.**) of each service per unit.
- b) The equipment supplied must have 24 months' warranty and the bidder must supply an all-inclusive, fully comprehensive twenty-four (24) months preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS, labour, traveling, mileage, spare parts, service kits, breakdowns, accommodation, and all call outs that are required for the servicing of each unit and maintenance. **(The bidder must attach on a separate annexure detailing the cost of each of the above.)**
- c) The bidders must submit a draft maintenance and service agreement with their bid.
- d) The Bidders to take note that other institutions may be added for maintenance purposes during the term contract.

9. KEY ASPECTS OF THE BID PROPOSAL

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

- a. Bidders should initial every page of the bid proposal.
- b. Bid documents have been properly signed and completed in the original ink and in handwriting. No copies of completed bid documents will be accepted.
- c. All Standard Bidding Documents should be returned in their original form;
- d. That their bids are substantially responsive to the bidding document;
- e. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- f. Delivery period must be within the timeframe specified in the technical specification of each equipment.
- g. Bidders must submit their bids on the stipulated closing date and time and late bids shall not be considered.
- h. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining all the administrative requirements of the bid.
- i. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

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

10. BID AWARD & CONTRACT CONDITIONS

- a. The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.
- b. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- c. The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).
- d. The contract period will be in terms of the acceptance letter.
- e. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- f. The department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the specification.
- g. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- h. The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- i. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- j. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- k. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points
- l. Awarding of the proposal will be subject to the Service Provider's expressing acceptance of National Treasury General Conditions of Contract (GCC).

11. CONTRACT ADMINISTRATION

- a. Successful bidder(s) must report to contract management unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- b. Full particulars of such circumstances as well as the period of delay must be furnished.

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

12. PRICING

- a. All prices charged must be inclusive of business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding are requested to do so as required by law immediately after the award of the bid.
- b. The price must also be inclusive of **delivery charges** (No delivery cost may be claimed separately).
- c. The bid price must be inclusive of all alterations, plumbing, water supply and electrical requirements.
- d. It is an express requirement of this request for bid that bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by providing a breakdown of the total bid price for all alterations including plumbing and electrical power requirements.
- e. The requirements in the technical specifications and quantities in the pricing schedule are for the donor human breast milk banks that are to be established in the Province. When the services under this bid are required for other hospitals (i.e. when the need arises), the UNIT PRICES for the donor human breast milk banks that are to be established shall be used to determine the pricing schedule/quotations for the hospitals in need of the services.
- f. The prices must be firm and all prices must include establishment, operations, maintenance and installations.

13. PRICE ADJUSTMENTS

Price adjustment should be subjected to Rate of Exchange (ROE), claims for ROE variation will be considered. Claims for the rate of exchange variation will only be considered on receipt of requests from suppliers.

14. RATE OF EXCHANGE (ROE) CLAIMS

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

15. COMPULSORY SITE VISIT

COMPULSORY SITE VISIT WILL BE HELD AS FOLLOWS:

DATE	TIME	VENUE
19 July 2022	10h00	Mokopane Hospital
21 July 2022	10h00	Letaba Hospital

16. ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699	Mr Matthews PS 015 293 6198	Ms T.O Simango / N.M Motene (015) 293 6352 / 015 293 6350 (071) 861 9937 Ms Motene N.M (015) 293 6350 (063) 692 9368

ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETETED CONTRACTS

The bidder must furnish a list of the following particulars of past and current experience of similar services in the supply, delivery, installation, acceptance, commissioning and maintenance of Magnetic Resonance Imaging (MRI) Units. The bidder must in addition attach ***proof of references e.g. previous contract***).

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
1	Name of Client						
	Contact Person						
	Tel						
	eMail						
2	Name of Client						
	Contact Person						
	Tel						
	eMail						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
3	Name of Client						
	Contact Person						
	Tel						
	eMail						
4	Name of Client						
	Contact Person						
	Tel						
	eMail						
5	Name of Client						
	Contact Person						
	Tel						

FOL	CLIENT NAME, PERSON, CONTACT NUMBER AND EMAIL	CONTACT NUMBER AND DESCRIPTION OF SERVICE	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Email						
6	Name of Client						
	Contact Person						
	Tel						
	Email						
7	Name of Client						
	Contact Person						
	Tel						
	eMail						
8	Name of Client						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Contact Person						
	Tel						
	eMail						
9	Name of Client						
	Contact Person						
	Tel						
	eMail						
10	Name of Client						
	Contact Person						
	Tel						
	eMail						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
11	Name of Client						
	Contact Person						
	Tel						
	eMail						
12	Name of Client						
	Contact Person						
	Tel						
	eMail						
13	Name of Client						
	Contact Person						
	Tel						

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	eMail					
14	Name of Client					
	Contact Person					
	Tel					
	eMail					
15	Name of Client					
	Contact Person					
	Tel					
	eMail					
16	Name of Client					
	Contact Person					

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Tel					
	eMail					
17	Name of Client					
	Contact Person					
	Tel					
	eMail					
18	Name of Client					
	Contact Person					
	Tel					
	eMail					
19	Name of Client					

FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Contact Person						
	Tel						
	eMail						
20	Name of Client						
	Contact Person						
	Tel						
	eMail						
21	Name of Client						
	Contact Person						
	Tel						
	eMail						

FOL	CLIENT NAME, PERSON, CONTACT NUMBER AND EMAIL	CONTACT NUMBER AND DESCRIPTION OF SERVICE	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)

