



**DEPARTMENT OF
HEALTH**

SBD 1

**PART A
INVITATION TO BID**

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

BID NUMBER:	HEDP 006/22/23	CLOSING DATE:	12/06/2023	CLOSING TIME:	11:00
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				

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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

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

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

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE 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 bidder

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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or **80/20** preference point system is applicable, corresponding points must also be indicated as such.*

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise located in Limpopo	5/20	
SMME's	5/20	
Woman	3/20	
Disabled person	3/20	
Youth	4/20	

- 4.2.1. **People living with Disability:** Submission of signed-offer by a Medical Practitioner(Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
- 4.2.2. **Women:** Bidders must submit the latest full Central Supplier Database (SCD report). **The date of the report must be the latest i.e. at least 5 days before the RFQ/Bid Closure.**
- 4.2.3. **Youth:** Bidders must submit the latest full Central Supplier Database (SCD report). **The date of the report must be the latest i.e. at least 5 days before the RFQ/Bid Closure.**
- 4.2.4. **Enterprise Located in Limpopo:** Bidders must attached proof of residence of where the enterprise is allocated.
- 4.2.5. **SMMEs:** Bidders must attach valid original sworn affidavit.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S).....

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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	The following terms shall be interpreted as indicated: 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 "GCC" means the General Conditions of Contract. 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and
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	handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 “Project site,” where applicable, means the place indicated in bidding documents. 1.21 “Purchaser” means the organization purchasing the goods. 1.22 “Republic” means the Republic of South Africa. 1.23 “SCC” means the Special Conditions of Contract. 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

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

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

	delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated. 23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information: i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector. 23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or

	services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of Liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
29. Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

	32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33.National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34.Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract

DECLARATION OF COMPLIANCE

The bidder declares to accept all the General Condition of Contract (GCC) as specified above by indicating with an “X” in the “ACCEPT ALL” column.	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SPECIAL CONDITION OF THE CONTRACT AS SPECIFIED IN THE GCC WILL RESULT IN DISQUALIFICATION OF YOUR BID.

Signature..... Name (in print).....

Date.....



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

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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
1.32	"Human milk donor" means any healthy lactating woman who expresses and donates her breast milk voluntarily, without financial compensation for the benefit of vulnerable infants and young children.
1.33	"Orphan" means a child who has no surviving parent caring for him or her.
1.34	"Processing" means all procedures involved in the screening, pasteurization, packaging, labelling and storing of donor human milk

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 necrotizing enterocolitis (NEC). This further supports the need to implement an intervention that will minimize 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

- (i) The service will be rendered through outright purchase meaning at the end of the contract term the equipment and all the services will be handed to the Department.
- (ii) The service required include establishment, operation, and maintenance of donor human breast milk bank.
- (iii) The services will also include maintenance of the existing donor human breast milk bank(s).
- (iv) Establish, operate, and maintain the donor human breast milk bank(s)
- (v) Establishing and operation of the donor breastmilk bank includes:
- (vi) Revamping the identified milk room in the health facility and supply all necessary equipment.
- (vii) Establishment of the Breastmilk Bank must be completed within twelve weeks after receipt of a purchase order.

- (viii) Supply and maintain all equipment.
- (ix) Investigate the present plumbing works thoroughly and provide the requirements including consumables.
- (x) Supplying of Uninterrupted Power Supply (UPS) to prevent damage because of shortcomings or inconsistencies to the power supply.
- (xi) Investigate the present electrical supply thoroughly and provide the requirements including consumables.
- (xii) Develop, keep a record and statistics of the donors and recipients of breastmilk for the duration of the contract.
- (xiii) Avail and keep consent forms of donors and recipients (where applicable) of the Breast milk in the official languages of the Republic of South Africa.
- (xiv) Submit monthly reports to the hosting health care facility.
- (xv) Supply and deliver World Health Organization (WHO) authorized cooler boxes.
- (xvi) Supply and deliver WHO authorized water-based Ice –packs.

(xvii) Maintenance include:

- 4.xvii.1. Maintenance, Collecting, storing and passing donor human breast milk to the Bank.
- 4.xvii.2. Ensure that the milk bank always has donor human breast milk.
- 4.xvii.3. Receiving, processing and performing quality control on donor human breast milk from donors.
- 4.xvii.4. Label, document and package as per norms, standards and guidelines as set by the donor human milk bank regulations.
- 4.xvii.5. Labelling of the donated breastmilk will include donor identification code, best before date, pasteurization.
- 4.xvii.6. Measures to ensure that a quality assurance management system is in place in accordance with the norms, standards and guidelines as set out in the regulations.
- 4.xvii.7. Ensuring that the quality of donor human breast milk and cold chain maintenance is not compromised during transportation and or distribution of donor human breast milk.
- 4.xvii.8. Performing rapid HIV tests on each donor of human breast milk
- 4.xvii.9. Maintenance of all the equipment and the breastmilk bank premises
- 4.xvii.10. Supply bottles, sealing of caps and packaging material.
- 4.xvii.11. Prepare donor human breast milk for transportation.
- 4.xvii.12. Ensure that consumable materials are always available.
- 4.xvii.13. Ensure that the breastmilk bank is operational and efficient.
- 4.xvii.14. In cases of emergencies when a hospital has insufficient quantities of breast milk, a top-up breastmilk facility must be provided.

- 4.xvii.15. Support health facilities, community initiatives such as “World Breastfeeding Week and Breast-feeding room.
- 4.xvii.16. General maintenance such as electrical and plumbing shall be the responsibility of the Department.
- 4.xvii.17. Maintenances of the breastmilk Bank equipment
- 4.xvii.18. Provide twenty-four months warranty after commissioning of the equipment.
- 4.xvii.19. Maintain and service all existing and new equipment in accordance with the Original Equipment Manufacturers (OEM) instruction.
- 4.xvii.20. Ensure Continuous supply of consumables.
- 4.xvii.21. Performing quality control on all equipment and maintenance of the bank (milk bank)
- 4.xvii.22. Ensure 98% up time on all equipment and attend to equipment deficiencies within 48 hours.

4.3. Training

- 4.3.1. The Service Provider will be responsible for periodic training and coaching of the Training of Health Care Professionals and technical support staff in the operation of the equipment on a continuous basis for the duration of the warranty and service contract.
- 4.3.2. The Service Provider shall provide details of training program during delivery of the equipment.
- 4.3.3. The Health Care Professionals and technical support staff should be trained within two weeks on site after commissioning of equipment.
- 4.3.4. On-going application training of 2 days a year must be provided at no additional cost for the duration of the contract.
- 4.3.5. The Service Provider must supply curriculum for on-site training.
- 4.3.6. Comprehensive application / operation manuals to be supplied.
- 4.3.7. Training Attendance registers are to be completed and kept by both parties.

4.4. Building Alteration

- 4.4.1. The department shall identify a space within the hosting institution.
- 4.4.2. The Bidder shall quote per m² as the rooms to be identified will not be the same size.
- 4.4.3. Where alterations are deemed to be expensive the department reserves the right to negotiate or procure through other means.
- 4.4.4. A mark-up rate of 10% shall apply to the accepted supplier quote/invoice, based on the sum value of the goods excluding VAT of the supplier's quote/invoice for item which cannot be quoted.

4.4.5. Transport cost shall not be quoted nor invoiced separately.

DECLARATION OF COMPLIANCE SCOPE OF WORK

The bidder declares to accept all the Conditions as outlined in the scope of work as specified above by indicating with an “X” in the “ACCEPT ALL” column.	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SCOPE OF WORK AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.

Signature.....Name (in print).....

Date.....

5. SPECIAL CONDITIONS OF CONTRACT (SCC)

INSTRUCTIONS

- 5.1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful supplier. However, LDoH reserves the right to include or waive any condition in the signed contract.
- 5.2. The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed 7 days after the award of the bid. The SLA which is regarded as

performance agreement by the LDoH shall be negotiated with the end-user and signed-off 30 days after signing of the contract with the Accounting Officer.

5.3. LDoH reserves the right to –

5.3.1. Negotiate the conditions, or

5.3.2. Automatically disqualify a bidder for not accepting these conditions

5.3.3. Award the bid to multiple bidders.

5.3.4. consumables to be provided by other means other than the contract.

5.4. In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; LDoH shall disqualify the bid.

5.5. The bidder must complete the declarations of acceptance of all declarations of compliance with identified declarations in various sections of this bid by marking with an X or a Tick either to “ACCEPT ALL” failing which the declaration shall be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

5.6. **SPECIAL CONDITIONS AND KEY ASPECTS OF THE BID PROPOSAL**

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

5.6.1. Bidders should initial every page of the bid proposal.

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

- 5.6.3. All Standard Bidding Documents should be returned in their original form;
- 5.6.4. That their bids are substantially responsive to the bidding document;
- 5.6.5. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 5.6.6. Delivery period must be within the timeframe specified in the technical specification of each equipment.
- 5.6.7. Bidders must submit their bids on the stipulated closing date and time and late bids shall not be considered.
- 5.6.8. 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.
- 5.6.9. 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.
- 5.6.10. 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.

5.7. BID AWARD & CONTRACT CONDITIONS

- 5.7.1. The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.
- 5.7.2. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 5.7.3. The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).
- 5.7.4. The contract period will be in terms of the acceptance letter.
- 5.7.5. 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.
- 5.7.6. 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.
- 5.7.7. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 5.7.8. 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.

- 5.7.9. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- 5.7.10. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 5.7.11. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 5.7.12. Awarding of the proposal will be subject to the Service Provider's expressing acceptance of National Treasury General Conditions of Contract (GCC).

5.8. CONTRACT ADMINISTRATION

- 5.8.1. Successful bidder(s) must report to contract management unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 5.8.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 5.8.3. 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.

5.9. ADMINISTRATION AND MANAGEMENT FEES

- 5.9.1. Provide quality assurance audit reports bimonthly (Annually)
- 5.9.2. Training of Health Care Professionals and technical staff (Annually)
- 5.9.3. Legal Documentation for donors and recipients of breast milk in official language (english) (Annually)
- 5.9.4. Supply of Poster, brochures and other publicity material(Annually)
- 5.9.5. Support of institutions in community initiatives such as amalda expression campaign and world breastfeeding week(Annually)
- 5.9.6. Development of standard operating procedures
- 5.9.7. Top up institutions in emergency when a hospital has insufficient quantities of milk available for its need (Annually)
- 5.9.8. Overnight courier services for samples and consumables in suitable packaging.(Monthly)
- 5.9.9. Provide 1 Coordinator(Monthly)

5.10. PRICING

- 5.10.1. 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.
- 5.10.2. The price must also be inclusive of delivery charges (No delivery cost may be claimed separately).
- 5.10.3. The bid price must be inclusive of all alterations, plumbing, water supply and electrical requirements.
- 5.10.4. 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.
- 5.10.5. 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.
- 5.10.6. The prices must be firm and include establishment, operations, maintenance, and installations.

5.11. PRICE ADJUSTMENTS

- 5.11.1. 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.

5.12. DECLARATION OF COMPLIANCE TO SPECIAL CONDITIONS OF CONTRACT

The bidder declares to accept all the Conditions as outlined in the SPECIAL CONDITIONS OF CONTRACT as specified above by indicating with an “X” in the “ACCEPT ALL” column.	ACCEPT ALL	DO NOT ACCEPT ALL
NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.		
Signature.....Name (in print)		
Date.....		

6. EVALUATION CRITERIA

This bid shall be evaluated in **Two (2) Phases** as follows:

- 6.1. Phase 1: Administrative compliance
- 6.2. Phase 2: Evaluation on Price and Specific goals

6.1. FIRST STAGE: ADMINISTRATIVE REQUIREMENTS

Bidders shall take note of the following guidelines:

- 6.1.1. The below administrative bidding requirements must be complied with and required documents must be attached before consideration for evaluation.
- 6.1.2. The bidder shall respond with “**Comply**”, “**Not Comply**” or “**Not Applicable**” in the apportioned spaces. The “**Not Applicable**” answer shall only be considered where the response field has the wording “**if Applicable**”

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

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply / Not Comply/Not Applicable)
6.1.3.	Submission of the following Standard Bidding Documents(Fully completed and signed)	
6.1.3.1.	SBD 1 – Invitation to Bid	
6.1.3.2.	SBD 3.1- Pricing Schedule	
6.1.3.3.	SBD 4- Bidder's disclosure	
6.1.3.4.	SBD 5- National Industrial Participation Programme (If Applicable)	
6.1.3.5.	SBD-6.1- Preference points claim form in terms of the preferential procurement regulations 2022	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply / Not Comply/Not Applicable)
6.1.4.	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.	
6.1.5.	Proof of Central Supplier Database Registration OR Attachment of Central Supplier Database Registration Report(CSD) failure to attach shall invalidate the bid.	
6.1.6.	Attach certificate of certified laboratories which shall be used to test the human donor breastmilk.	
6.1.7.	In case of consortium or Joint Venture (If Applicable) the following are required:	
6.1.7.1.	Signed agreement between involved parties indicating the lead member	
6.1.7.2.	Every member of the consortium or Joint Venture is registered on the central supplier Database.	
6.1.7.3.	Letter of the appointment by the consortium/joint venture parties for a representative to sign the bid documents	
6.1.7.4.	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)	
6.1.8.	Bidders must quote for all listed items on the pricing schedule and may further submit a detailed breakdown of their pricing.	
6.1.9.	Submission of Proof of Financial Capacity of the Bidder for a minimum of Two Hundred Rands (R200,000.00) The financial capacity of the Bidder(s) shall be tested through either of the following documents: 6.1.9.1. Any proof of support from an authorized Financial Services Provider (FSP) or National Credit Regulator (NCR)	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply / Not Comply/Not Applicable)
	accredited Financial Institution on primary funding (revolving credit) when the tender is successfully awarded, to the value of at least Two Hundred Rands (R200 000.00) 6.1.9.2. Proof of capacity to self-funding e.g., current three (3) months bank statement, investment account or an overdraft facility etc. (averaging at least a minimum value of Two Hundred Rands (R200 000.00))	
6.1.10.	Bid Declarations: The following declarations are completed and signed (failure shall render the bid invalid): 6.1.10.1. General Conditions of Contract (GCC) 6.1.10.2. Special Conditions of Contract (SCC) 6.1.10.3. Technical Specifications 6.1.10.4. Scope of Work	

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

Returnable documents should be properly indexed with a content list

6.2. Second Stage: Evaluation on Price and Preferential point scoring

6.2.1. This bid shall be evaluated in terms of **80/20** preference points system.

6.2.2. Points shall be awarded to a bidder for attaining the preferential procurement points in accordance with the table below:

PREFERENTIAL GOALS	PREFERENTIAL POINTS	
	80/20	90/10
Enterprise located in Limpopo Province	5/20	3/10
SMMEs	5/20	2/10
Woman	3/20	2/10
Disability Persons	3/20	1/10
Youth	4/20	2/10

7. TECHNICAL SPECIFICATIONS

General Requirements of the Specifications:

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

ITEM NO:	ITEM	DETAILED SPECIFICATION	SHALL BE COMPLIANT (YES/NO)
7.1.1.	Power Supply	• Bidder must investigate the present electrical supply thoroughly and if any alterations are required, the bidder must also quote power supply requirements including consumables. • Uninterrupted Power Supply (UPS) preventing damage as a result of shortcomings or inconsistencies to the power supply must be included in the quoted price. • 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.	
7.1.2.	Pasteuriser	• 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): $\pm$ 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	
7.1.3.	Fridge with Freezer	• 170l width 50cm, height 140cm , depth 49cm model	
7.1.4.	Chest Freezers	• 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	
7.1.5.	Fan Filter Unit	• To supply and install 3300 fan filter unit.	
7.1.6.	General Specifications:	• 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 • Galvanized double inlet D2E VAC fan- is capable of 900m3/h with speed controller • Optional: (Differential Pressure Gauges)	
7.1.7.	Laminar Flow	• Bench/Filter (air filter for the bank)	
7.1.8.	Computer Laptop	• Operating System: Microsoft Windows 10 Pro or later version • Storage: 1TB Solid State Drive (SSD) • Display: At least 14-inch Display Non-Touch • Mouse: Built-in or external trackpad, wireless and/or USB, 2 button, optical mouse	

		• Memory: 8 GB of RAM • Sound: Built-in speakers and microphone • Webcam: Built-in Camera • Sim Card: Built-in functional sim card slot • Connectivity: Integrated Ethernet Network Card • Built-in Wi-Fi, USB 3xPorts, HDMI Output, USB Type C Ports, Bluetooth • Warranty: 3 Years on site • Other Accessories: Laptop Care Bag • Processor: 11th Gen Intel Core i7 Processor (CPU) or later	
7.1.9.	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.	
7.1.10	Induction Sealing Machine	• Induction sealing machine • Machine model: DGYF- 500A • Voltage: 220V/ 50Hz • Power: 500W • Sealing diameter: 20mm-100mm • Dimension: 340x290x150mm • Weight: 5kg	
7.1.11	Air Conditioning	• AIR CONDITIONING	

		• Air conditioner must not be less than 12000BTU. Bidder must specify the appropriate air conditioner size refer to item 12 of the technical specifications.	
7.1.12	Consumables	• Cooler boxes (Deep lid Ci Box 6 pack; 260x'180x240mm; 22 litre cooler and box(465x295x320) (1 x6)) • Freezing Packs or Dry ice as required for transportation of human tissue • 200ml bottles BPA free of plastic suitable for in-bottle pasteurisation, with lids and foil caps • Pasteuriser service call outs (Maximum 3 call outs per year) • Safety garments or protective gear e.g. Caps, gloves, face masks, disposable aprons, disposable shoe cover (Bidder to Specify quantities of packages per item) • Sanitizer spray 1L • Alcohol wet wipes pack of 80 • Hand Foam Scrub 1L	
7.1.13	WHO pre – qualified cooler-boxes supplied with water based (Ice) packs.	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 Storage capacity: a) LARGE: Volume range between 16 – 20 Litres Shape: Cooler box should be substantially square or rectangular in plan and section and preferable with rounded corners 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. 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. 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-	
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		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 On the inside of the lid <i>Corrosion Resistance:</i> All metallic components and their fixings must be constructed in stainless steel or a suitable non-ferrous metal. <i>Chemical resistance:</i> The external and internal surfaces of the container must be resistant to chemicals used for disinfecting. <i>Interface requirements Supply and dimensional compatibility with water-packs:</i> 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.	
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		<i>Dimensional compatibility with vaccine packaging:</i> 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. <i>Material Casing material:</i> 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. <i>Thermal insulation foaming agents:</i> 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	
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		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. •	
7.1.14	COMPREHENSIVE MAINTENANCE PLAN	• 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.	

8. PRICING SCHEDULE

OVERHEADS INCLUDING ESSENTIAL ACCESSORIES MUST BE INCLUSIVE IN THE QUOTED PRICE

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 (All Inclusive prices including room preparation, installation, alterations, air-conditioning, monitoring equipment, power supply, training and all other standard items and essential accessories per item as listed in specifications. <u>(Attach a breakdown).</u>)	R
ALL-INCLUSIVE FULL COMPREHENSIVE PREVENTATIVE MAINTENANCE AGREEMENT	
Year 1	Warranty
Year 2	Warranty
Year 3	R
Year 4	R
Year 5	R
TOTAL MAINTANCE PRICE INCLUSIVE OF VAT	R
TOTAL BID PRICE INCLUSIVE OF VAT (Equipment, Consumables, administration and Management and Essential Accessories, Optional accessories, and All Inclusive Full Comprehensive Maintenance Plan)	R

NB: BIDDER SHOULD TAKE NOTE THAT MAINTANCE WILL START FROM YEAR 3

4. COMPULSORY BRIEFING SESSION

4.1. There will be no briefing session for this bid

5. 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