INVITATION TO BID

NDOH17 /2016-2017

Appointment of a Service Provider to Supply, delivery, installation and networking of Lung Functioning Equipment systems for Occupational Health Cluster (MBOD)

Closing Date: 16 January 2017
Time: 11:00

Compulsory Briefing Session

Date: 14 December 2016
Time: 11h00

Venue: Medical Bureau for Occupational Diseases
144 De Korte Street, Braamfontein
Johannesburg
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal on closing date and time, your proposal will be immediately disqualified.

- SBD1 (Invitation to bid) (Make sure it is signed)
- SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
- SBD 3.1 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
- SBD 4 (Declaration of interest) (Make sure it is signed)
- SBD 5 (The National Industrial Participating Programme)
- SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
- B-BBEE Status level Verification Certificate (Original or certified copy)
- SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
- SBD 9 (Bid rigging) Make sure it is signed and completed
- Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
- Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **NDOH 17/2016-2017**  CLOSING DATE: **16/01/2017**  CLOSING TIME: **11:00**

DESCRIPTION: Appointment of a service provider for the supply, delivery installation and networking of Lung Functioning Equipment Systems for Occupational Health Cluster (MBOD).

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Attention: Mr. SD Dlamini

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER
CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE
NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR
A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Department: National Health

Contact Person:  Sifiso Director Dlamini

Tel:   012 395 8930
Email: Director.Dlamini@health.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: National Health

Contact Person:  Ms D Naidoo

Tel:  (011) 356 5605
Email: Danesh.Naidoo@health.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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………DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
</table>

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

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

- 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
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: ..............................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ..............................

2.4 Company Registration Number: .........................................................................................

2.5 Tax Reference Number: .....................................................................................................

2.6 VAT Registration Number: ................................................................................................

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

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ......................................
Name of state institution at which you or the person connected to the bidder is employed: ......................................
Position occupied in the state institution: ......................................

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................................................................................................
Signature                           Date

.................................................................................................................................
Position                           Name of bidder

May 2011
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90:10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th>PRICE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
</tr>
</thead>
</table>

Total points for Price and B-BBEE must not exceed 100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

(c) “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard...
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) “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, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) “consortium or joint venture” 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;

(h) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(i) “EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) “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 the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) “non-firm prices” means all prices other than “firm” prices;

(m) “person” includes a juristic person;

(n) “QSE” means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

(o) “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) “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; and

(s) “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.
3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

\[ Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]  \( \text{or} \)  \[ Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

- \( Ps = \) Points scored for comparative price of bid under consideration
- \( Pt = \) Comparative price of bid under consideration
- \( P_{\text{min}} = \) Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
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<td>5</td>
<td>4</td>
<td>8</td>
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<td>6</td>
<td>3</td>
<td>6</td>
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<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.
issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES ☐ NO ☐

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted………………………………. %

ii) The name of the sub-contractor…………………………………………………………

iii) The B-BBEE status level of the sub-contractor………………………………………..

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES ☐ NO ☐

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:……………………………………………………………………

9.2 VAT registration number:…………………………………………………………………

9.3 Company registration number:…………………………………………………………….
9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.
WITNESSES
1. ..............................................
2. ..............................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ...........................................
ADDRESS ......................................

WITNESSES
1. ..............................................
2. ..............................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
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<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
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<td></td>
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<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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</tbody>
</table>
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? Yes ☐ No ☐

4.4.1 If so, furnish particulars:

CERTIFICATION

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

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

Signature ........................................ Date ........................................

Position ........................................ Name of Bidder ...........................................
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a \textit{pe se} prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

___________________________________________________ _____________________
(Bid Number and Description)

in response to the invitation for the bid made by:

___________________________________________________ ___________________________
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:__________________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.................................................................................................................. .................................................................
Signature                                             Date

.................................................................................................................. .................................................................
Position                                              Name of Bidder

Js914w 2
GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
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. Application  
3. General  
4. Standards  
5. Use of contract documents 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. Payment  
17. Prices  
18. Contract amendments  
19. Assignment  
20. Subcontracts  
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

1. 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 subsidized 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 recognized 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
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender 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
analyzed 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 fulfillment 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 authorized 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 this 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 canceling 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 imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may 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, also be applicable to any other enterprise or any 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-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction 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 persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 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 Tender 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 five 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 website.

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 willful 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.

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<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>29. Governing language</td>
<td>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.</td>
</tr>
<tr>
<td>30. Applicable law</td>
<td>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
</tr>
<tr>
<td>31. Notices</td>
<td>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.</td>
</tr>
<tr>
<td>32. Taxes and duties</td>
<td>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.</td>
</tr>
<tr>
<td>33. National Industrial Participation (NIP) Programme</td>
<td>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.</td>
</tr>
<tr>
<td>34 Prohibition of Restrictive practices</td>
<td>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.</td>
</tr>
</tbody>
</table>
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.
### SPECIFICATIONS FOR NDOH 17/2016-2017

<table>
<thead>
<tr>
<th>Required Lung Function Systems</th>
<th>Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spirometry</td>
<td>2</td>
</tr>
<tr>
<td>Body Plethysmographs</td>
<td>2</td>
</tr>
<tr>
<td>DLCO/FRC</td>
<td>2</td>
</tr>
<tr>
<td>APS</td>
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#### Spirometry

<table>
<thead>
<tr>
<th>Tests performed</th>
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<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>SVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre and Post BD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MVV</td>
<td></td>
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<table>
<thead>
<tr>
<th>Test parameters</th>
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</tr>
</thead>
<tbody>
<tr>
<td>VC</td>
<td></td>
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</tr>
<tr>
<td>ERV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IC</td>
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<td></td>
</tr>
<tr>
<td>FVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEV1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEV1/FVC ratio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEFR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEF25-75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEF25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEF50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEF75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiratory time</td>
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<td></td>
</tr>
<tr>
<td>FIF50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIVC</td>
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<table>
<thead>
<tr>
<th>Flow</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type: Pneumotach, Turbine, Flow Sensor etc.</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Range (0 to ±20L/s)</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Resolution (10 mL/s)</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Accuracy (0.2 to 12 L/s; ±2%)</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Resistance (&lt; 0.05 kPa(L/s) (0.5 cmH2O/(L/s)) at 10L/s)</td>
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<td></td>
</tr>
<tr>
<td>CMRR (60dB at 50Hz)</td>
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<table>
<thead>
<tr>
<th>Volume</th>
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<tbody>
<tr>
<td>Range (± 20 L)</td>
<td>Please provide details</td>
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<tr>
<td>Accuracy (0.5 to 8 L; ±3% or ± 0.05 L)</td>
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</tr>
<tr>
<td>Resolution (1 mL)</td>
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#### Body Plethysmograph

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<tr>
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<th>No</th>
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<tr>
<td>Lung volumes VGT</td>
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</tr>
<tr>
<td>Tests performed</td>
<td>Airway resistance</td>
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<tr>
<td>-------------------------------------</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total lung capacities</td>
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</tr>
<tr>
<td></td>
<td>Specific conductance</td>
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</tr>
<tr>
<td></td>
<td>MIP and MEP</td>
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</tr>
<tr>
<td></td>
<td>Other</td>
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<table>
<thead>
<tr>
<th>Test parameters</th>
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<th>SR tot</th>
<th>ITGV</th>
<th>VC,IC,ERV</th>
<th>RV</th>
<th>TLC</th>
<th>RV%TLC</th>
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</table>

<table>
<thead>
<tr>
<th>Mouth pressure</th>
<th>Type</th>
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</tr>
</thead>
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<td>Range</td>
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</tr>
<tr>
<td>Accuracy</td>
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<table>
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<th>Box pressure</th>
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</tr>
<tr>
<td>Accuracy</td>
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<table>
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<tr>
<td>Weight</td>
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<tr>
<td>Material</td>
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<td></td>
</tr>
<tr>
<td>Integrated calibration pump</td>
<td>Please provide details</td>
<td></td>
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<tr>
<td>External electrical adjustments</td>
<td>Please provide details</td>
<td></td>
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<tr>
<td>Height of patient mouth piece</td>
<td>Please provide details</td>
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<table>
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<th>Chair</th>
<th>Maximal load</th>
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<table>
<thead>
<tr>
<th>Gas Exchange PFT Measurements</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Single Breath Diffusion Capacity Real Time</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Real time visuals of gas analyzers</th>
<th>Yes</th>
<th>No</th>
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<table>
<thead>
<tr>
<th>FRC open or closed circuit</th>
<th>Open or Closed</th>
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</table>

<table>
<thead>
<tr>
<th>Test performed</th>
<th>Spirometry</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lung volumes (FRC)</td>
</tr>
<tr>
<td></td>
<td>Diffusion capacity single breath</td>
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</table>

<table>
<thead>
<tr>
<th>Test parameters</th>
<th>TLCO</th>
<th>KCO</th>
<th>VA</th>
<th>Vin</th>
<th>TLC (FRC washout)</th>
<th>FRC (FRC washout)</th>
<th>RV (FRC washout)</th>
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</table>

<table>
<thead>
<tr>
<th>Multi-gas analyzer</th>
<th>Type</th>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Accuracy</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Resolution</td>
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</table>

<table>
<thead>
<tr>
<th>Helium analyzer</th>
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</tr>
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<tr>
<td>Range</td>
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<td></td>
</tr>
<tr>
<td>Accuracy</td>
<td>Please provide details</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Carbon monoxide analyzer</th>
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</tr>
</thead>
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<tr>
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<td></td>
</tr>
<tr>
<td>Accuracy</td>
<td>Please provide details</td>
<td></td>
</tr>
<tr>
<td>Oxygen analyzer</td>
<td>Type</td>
<td>Please provide details</td>
</tr>
<tr>
<td>----------------</td>
<td>------</td>
<td>------------------------</td>
</tr>
<tr>
<td></td>
<td>Range</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
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<td>Service life</td>
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<table>
<thead>
<tr>
<th>Nitrogen analyzer</th>
<th>Type</th>
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</tr>
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<tr>
<td></td>
<td>Range</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>Please provide details</td>
</tr>
</tbody>
</table>

### Asthma Provocation System

<table>
<thead>
<tr>
<th>Compressor</th>
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<tbody>
<tr>
<td></td>
<td>Pressure</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Type</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Noise level(dBm)</td>
<td>Please provide details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nebulizer</th>
<th>Type</th>
<th>Please provide details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Flow</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Mean mass diameter</td>
<td>Please provide details</td>
</tr>
<tr>
<td></td>
<td>Output power</td>
<td>Please provide details</td>
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### Predicted sets

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Quanger GLI 2012</td>
<td></td>
</tr>
<tr>
<td>Crapo 1981</td>
<td></td>
</tr>
<tr>
<td>ITS 1984</td>
<td></td>
</tr>
<tr>
<td>Knudson 1976/1983</td>
<td></td>
</tr>
<tr>
<td>ECCS 1983/1993</td>
<td></td>
</tr>
<tr>
<td>Hankinson (NHANES) 2000</td>
<td></td>
</tr>
<tr>
<td>ECCS – 10%, ECCS -15%</td>
<td></td>
</tr>
<tr>
<td>User formula entry</td>
<td></td>
</tr>
<tr>
<td>User protocol generation</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

### Electrical requirements

| Voltage 230V | Please provide details |
| Frequency 50Hz | Please provide details |
| Phase single | Please provide details |
| Power | Please provide details |
| UPS | Please provide details |

### Standards

| SANS 451 | Please provide details |
| SA dept of health registration | Please provide details |
| ATS | Please provide details |
| ERS | Please provide details |
| MDD 93 /42/EEC | Please provide details |
| Electrical safety standards | Please provide details |
| CE certification | Please provide details |

### Calibration pump

| Volume | 3L |
| Accuracy | 12mL |

### Ambient conditions

| Altitude | Please provide details |
| Temperature | Please provide details |
| Relative humidity | Please provide details |
| Barometric pressure | Please provide details |
| Warning if conditions are exceeded |  |

### Hardware

| Trolley | Please provide details |
| **Flow screen/pneumotach** | Please provide details |
| **Bacterial filter** | Please provide details |
| **Gas analyzers** | Please provide details |
| **Box system incl. transformer** | Please provide details |
| **Computers - specify** | Please provide details |
| **Network Printers - specify** | Please provide details |
| **Network cable and installation** | Please provide details |

| **Network of all systems** | Please provide details |
| **Import database** | Please provide details |
| **Specify types of software** | Please provide details |
| **Common database** | Please provide details |
| **Customized report design** | Please provide details |
| **Report generation** | Please provide details |
| **Trend analysis** | Please provide details |
| **Compatible to historical data** | Please provide details |
| **Daily and monthly statistics** | Please provide details |
| **Off line data input** | Please provide details |
| **Back up data facility** | Please provide details |

**NB:** Bidders are required to mark YES or NO on the table below for mandatory requirements. Bidders who do not comply with prescribed criteria will be deemed non-responsive and be disqualified.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> The main bidder must have a minimum five (5) years experience with full lung function systems.</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong> CE certificates, certificate of inspections from the manufacturer <em>(To be attached)</em></td>
<td></td>
</tr>
<tr>
<td><strong>3.</strong> Must have a minimum of three (3) client references from institutions where full lung function systems have been supplied and installed with ongoing technical support <em>(Reference letter to be attached)</em></td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong> Capacity of the technical staff to render ongoing technical support, CVs together with certified copies of all qualifications <em>(To be attached).</em></td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> (a) Must be able to respond to emergency call outs within one (1) hour of being contacted.</td>
<td></td>
</tr>
<tr>
<td>(b) If yes, please indicate how the company would effectively meet the geographic presence requirements in a timely manner, in terms of the bid conditions.</td>
<td></td>
</tr>
</tbody>
</table>
Special Requirements and Conditions of Contract

NDOH 17/2016-2017

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALLATION AND NETWORKING OF LUNG FUNCTION EQUIPMENT SYSTEMS FOR THE OCCUPATIONAL HEALTH CLUSTER: MEDICAL BUREAU FOR OCCUPATIONAL DISEASES

National Department of Health

Validity Period: 120 Days

Compulsory Briefing Session

Date: 14 December 2016
Time: 11:00 am
Venue: Medical Bureau For Occupational Diseases (MBOD)
144 De Korte Street,
Braamfontein,
Johannesburg,
2001
INDEX

1. BACKGROUND..................................................................................................................3
2. EVALUATION CRITERIA.........................................................................................................3
   2.1 REFERENCE POINT SYSTEM........................................................................................3
3. PARTICIPATING AUTHORITIES..........................................................................................4
4. CONTRACT PERIOD............................................................................................................4
5. CENTRAL SUPPLIER DATABASE (CSD)..............................................................................4
6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING........................................5
   6.1 BID DOCUMENTS FOR SUBMISSION.........................................................................5
   6.2 COMPLETION OF DOCUMENTS AND BID SUBMISSION........................................5
7. TAX CLEARANCE CERTIFICATE........................................................................................6
8. LEGISLATIVE REQUIREMENTS AND AUTHORISATION DECLARATION............................6
   8.1 LEGISLATIVE REQUIREMENTS.....................................................................................6
   8.2 DECLARATION OF AUTHORISATION...........................................................................6
9. BIDDING PROCESS ADMINISTRATION..............................................................................6
10. COUNTER CONDITIONS....................................................................................................7
11. PROHIBITION OF RESTRICTIVE PRACTICES........................................................................7
12. FRONTING.............................................................................................................................8
13. INCIDENTAL SERVICES.........................................................................................................8
14. INSURANCE..........................................................................................................................8
15. SERVICE COMPLIANCE........................................................................................................8
16. SERVICE AWARD................................................................................................................9
   16.1 AWARD CONDITIONS..................................................................................................9
   16.2 PRE AWARD SUPPLIER DUE DILIGENCE.................................................................9
17. PRICE QUALIFICATION.........................................................................................................9
18. PRICE REVIEW....................................................................................................................9
   18.1 INSTRUCTIONS FOR PRICE BREAKDOWN ...............................................................9
19. MANDATORY TECHNICAL REQUIREMENTS
20. ORDER,
   20.1 ORDERS.....................................................................................................................10
   20.2 CONTINUITY OF SERVICES.......................................................................................11
21. QUALITY...............................................................................................................................11
22. POST AWARD.....................................................................................................................11
   22.1 MONITORING.............................................................................................................11
   22.2 REPORTING..............................................................................................................11
   22.3 CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS........12
23. CONTACT DETAILS..........................................................................................................13
24. ABBREVIATIONS..............................................................................................................13
1. BACKGROUND

The chief purpose of the Lung Function Unit is to perform diagnostic procedures on ex-mine workers using specialized equipment and techniques. The Certification Committee requires the services that are provided by the Lung Function Unit as stated in the Occupational Diseases in Mines and Works Act (78 of 1973) to be able to effectively certify occupational lung diseases as part of the Benefit Medical Examination processes.

2. EVALUATION CRITERIA:

2.1 PREFERENCE POINTS SYSTEM

i. In terms of Regulation 6 of the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the basis of the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
   - The bid price (final delivered price including VAT): maximum 90 points
   - B-BBEE status level of bidder: maximum 10 points

ii. The following formula will be used to calculate the points for price:

\[ P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where:

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

iii. A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status</th>
<th>Level of Contributor</th>
<th>Number of Points</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>7</td>
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<td>2</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
iv. The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

v. The points scored will be rounded off to the nearest 2 decimal points.

vi. The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

vii. In the event that two or more bids have scored an equal number of total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. PARTICIPATING AUTHORITIES

The National Department of Health

4. CONTRACT PERIOD

The maintenance service contract period shall run for the period of two (2) years which should exclude the warranty period of twelve (12) months.

5. CENTRAL SUPPLIER DATABASE (CSD)

1.1 The Central Supplier Database (CSD) is managed by National Treasury to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

1.2. It is a compulsory requirement that all bidders are registered on the CSD at the closing time of the bid (date and hour specified in the bidding documents). Furthermore, suppliers must provide the unique supplier number and security code allocated to them as part of the bid document.

1.3. A bid will be deemed non-responsive if the bidder fails to provide the unique supplier number and security code.

1.4. For information regarding registration on the CSD, go to www.csd.gov.za.
6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING

i. **BID DOCUMENTS FOR SUBMISSION**

Bidders MUST submit the following mandatory signed documents in the Bid Pack. Failure to do so would be declared non responsive.

- SBD1: Invitation to bid
- SBD 3.1 Pricing schedule (Firm Price)
- SBD4: Declaration of Interest
- SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2011
- SBD8: Declaration of bidder’s past supply chain management practices
- SBD9: Certificate of independent bid determination
- Bid Response Document: Completion of all response fields per item offered is mandatory.
- B-BBEE Status Level Verification Certificate (where preference points are claimed) (Original or Certified Copy)
- Declaration of conformity from the manufacturer.

ii. **COMPLETION OF DOCUMENTS AND BID SUBMISSION**

Bidders are required to submit **two** sets of bid documents according to the instructions below.

i. **Set 1: One Original Bid Documents and Two Copies (constitutes the legally binding bid document)**

All SBD and Bid Response forms must be type written in black ink. Where no electronic entry field is provided bidders must complete the forms in black ink, handwritten in capital letters. All fields must be completed. Where information as requested is not relevant this should be indicated with N/A. The signed hard copy of the bid document will serve as the legal bid document. Bidders must submit their complete bid in hard copy format (paper document).

The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way. **Do not include the bid amount in the Bid Document**
iii. Set 2: Complete SBD 1 form reflecting the Bid amount and a breakdown of the **pricing schedule (hard copy)**

Bidders **must** submit a signed hardcopy bid.

iv. All two sets must be submitted before the closing time of the bid (date and hour specified in the bidding documents).

v. All two sets of information must be submitted. Incomplete bids will be deemed non-responsive.

7. **TAX CLEARANCE CERTIFICATE**

Bidders will be not required to provide an original valid tax clearance certificate to departments as part of the documents for this bid. The Department reserves the right to request the provision of a valid tax clearance certificate which must be provided within ten days of such request being made to the bidder.

8. **LEGISLATIVE REQUIREMENTS AND AUTHORISATION DECLARATION**

I. **LEGISLATIVE REQUIREMENTS**

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

II. **DECLARATION OF AUTHORISATION**

Accountability with regard to meeting the conditions of any contract emanating from this bidding process rests with the successful bidder and not any third party.

9. **BIDDING PROCESS ADMINISTRATION**

I. All communication between the bidder and the National Department of Health must be in writing and addressed to the Office of the Director: MBOD (Assistant Director: Clinical Technology)

II. The MBOD within the National Department of Health is responsible for managing the bidding process and will communicate with bidders to request extension of the validity period of the bid, should it be necessary.
III. Any unsolicited communication between the closing date and the award of the contract between the bidder and any government official or a person acting in an advisory capacity for the National Department of Health in respect to any bids, is discouraged.

10. COUNTER CONDITIONS

Any amendments to any of the bid conditions, changes to bid specifications or setting of any other counter conditions by bidders will result in the invalidation of such bids.

11. PROHIBITION OF RESTRICTIVE PRACTICES

I. In terms of section 4(1) of the Competition Act, Act 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 or a contractor was involved in:

- Directly or indirectly fixing a purchase or selling price or any other trading condition;
- Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- Collusive bidding.

II. Section 4(2) of Act 89 of 1998 states that an agreement to engage in a restrictive horizontal practice referred to in subsection (1)(b) of the Act is presumed to exist between two or more firms if:

- Any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; or
- Any combination of those firms engages in that restrictive horizontal practice.

III. If a bidder or contracted supplier, in the judgement of the purchaser, has engaged in any of the restrictive practices 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 89 of 1998.

IV. If a bidder or contracted supplier has been found guilty by the Competition Commission of any of the restrictive practices referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder or contracted supplier from conducting business with the
public sector for a period not exceeding ten (10) years and/or claim damages from the bidder or contracted supplier concerned.

12. FRONTING

I. The Department of Health supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Health condemns any form of fronting.

II. The National Department of Health may, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. INCIDENTAL SERVICES

Prices charged by the service provider 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 service provider for similar services.

14. INSURANCE

In case of an accident/breakdown during the transportation of equipment, there must be provision for immediate response.

15. SERVICE COMPLIANCE

Prior to award services will be evaluated for:

- Compliance with specifications as set out in the Bid Response Document.
16. SERVICE AWARD

i. AWARD CONDITIONS

• The National Department of Health reserves the right not to award.
• The National Department of Health reserves the right to negotiate prices.
• In cases where the tender does not achieve the most economically advantageous price, the National Department of Health reserves the right not to award.

ii. PRE AWARD SUPPLIER DUE DILIGENCE

The National Department of Health reserves the right to conduct supplier’s due diligence prior to the final award of contract. Supplier capacity may be assessed based on past compliance of the bidder with contractual obligations as declared by the bidder.

17. PRICE QUALIFICATION

• Bidders must quote a final price inclusive Value Added Tax (VAT).
• If price is exclusive of VAT, submitted bid will be deemed non-responsive.
• Prices submitted for this bid will be regarded as firm.

18. PRICE REVIEW

i. INSTRUCTIONS FOR PRICE BREAKDOWN

• The price breakdown must be completed on the signed bid response document.
• The National Department of Health reserves the right to engage with bidders to verify any of the components of the bid price, which may include audit of invoices and related documentation.
19. MANDATORY TECHNICAL REQUIREMENTS

I. The supplier will be required to deliver all lung function systems as quoted to: 144 De Korte Street in Braamfontein within six (6) to eight (8) weeks on receipt of the official order from the NDoH.

II. Site viewing, space planning and construction co-ordination will be required to ensure that all systems are installed safely with an effective flow of patients.

III. All systems are to be installed and networked within ten (10) working days which would include the importing of the existing database and transfer of data to the mine workers database.

IV. The unit should be fully operational within ten (10) working days. Provisions are to be made for an uninterrupted service delivery during the installation period.

V. Old and obsolete equipment are to be removed from this unit to an identified place of storage to be donated or disposed off at a later stage.

VI. Skills transfer including comprehensive training to be provided by the company’s technical staff that is dedicated on all lung function systems for a period of two (2) weeks on site.

VII. Ongoing technical support is mandatory.

VIII. All documentations like: operations manuals, software discs, certification of calibrations and inspections by the manufacturer to be provided.

IX. The National Department of Health will have no direct legal commitment with subcontractor(s) and such, the contractor retains full liability towards the department for performance of the contractor as a whole.

X. Minimum response time to any system failures of one (1) hour.

XI. Geographical location of branches: The bidder shall provide the number and location of their distribution facilities, and they should indicate how they would effectively meet the geographic presence requirements in a timely manner, in terms of the bid conditions.

20. ORDERS, DELIVERY AND CONTINUITY OF SERVICES

i. ORDERS

The National Department of Health is under no obligation to accept any quantity which is in excess of the ordered quantity.

ii. CONTINUITY OF SERVICES

A warranty period of twelve (12) months which includes the free replacement of parts as required to be followed with a maintenance and service contract of twenty four (24) months.
21. QUALITY

Declaration of conformity and certification of inspection from manufacturer.

22. POST AWARD

I. MONITORING

a. The management of the contract is the responsibility of the National Department of Health. All correspondence in this regard must be directed to the Office of the Director: MBOD (Assistant Director: Clinical Technology)
b. Contracted service provider must advise the Office of the Director: MBOD (Assistant Director: Clinical Technology) at first knowledge of any unforeseeable circumstances that may adversely affect delivery against the contract. Full particulars of such circumstances must be provided by the service provider
c. The National Department of Health will monitor the performance of contracted service provider and maintain a scorecard for compliance to the terms of this contract as follows:
   • Compliance with delivery lead times;
   • Compliance with reporting requirements according to reporting schedule and reporting mechanism.

ii. REPORTING

a. National Department of Health will provide an indication of reporting requirements at the compulsory briefing session and successful bidders will be assisted with complying with these requirements.
b. The National Department of Health may, from time to time and within reason, add to the reporting requirements. Any changes to reporting requirements or the reporting mechanism will be communicated in writing by the Office of the Director: MBOD (Assistant Director: Clinical Technology)

iii. CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

a. Where a contracted supplier plans to merge with or is going to be acquired by another entity, or plans to cede a contract the contracted supplier must seek
concern from the National Department of Health in writing at first knowledge of such an event.

b. The National Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

c. A contracted supplier must inform the National Department of Health at first knowledge of any changes to address, name, or contact details and effect these changes on the Central Supplier Database.

19. CONTACT DETAILS

<table>
<thead>
<tr>
<th>Postal address</th>
<th>Physical address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Bureau for Occupational Diseases</td>
<td>Medical Bureau for Occupational Diseases</td>
</tr>
<tr>
<td>PO box 4584, Johannesburg, 2000</td>
<td>144 De Korte Street, Braamfontein, Johannesburg, 2001</td>
</tr>
</tbody>
</table>

Please use the following e-mail address and contact persons for any queries relating to bidding process:

<table>
<thead>
<tr>
<th>Mr SD Dlamini</th>
<th>Mr SH Majavu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel: (012) 395 8930</td>
<td>Tel: (012) 395 8909</td>
</tr>
<tr>
<td>Fax number: 086 632 3481</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:DlaminiD@health.gov.za">DlaminiD@health.gov.za</a> / <a href="mailto:MajavS@health.gov.za">MajavS@health.gov.za</a></td>
<td></td>
</tr>
</tbody>
</table>

20. ABBREVIATIONS

The abbreviations used in this document signify the following:

- B-BBEE: Broad-Based Black Economic Empowerment
- CSD: Central Supplier Database
- MBOD: Medical Bureau for Occupational Diseases
- NDoH: National Department of Health
- PDF: Portable Document Format
- SARS: South African Revenue Service
- VAT: Value Added Tax