



**LIMPOPO**

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
HEALTH**

**SBD 1**

**PART A  
INVITATION TO BID**

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

|             |                      |               |                          |               |              |
|-------------|----------------------|---------------|--------------------------|---------------|--------------|
| BID NUMBER: | <b>HEDP038/19/20</b> | CLOSING DATE: | <b>18 SEPTEMBER 2020</b> | CLOSING TIME: | <b>11:00</b> |
|-------------|----------------------|---------------|--------------------------|---------------|--------------|

|             |  |
|-------------|--|
| DESCRIPTION | <b>PROVISIONING OF HISTOPATHOLOGY SERVICES FOR FORENSIC PATHOLOGY INSTITUTIONS IN THE LIMPOPO DEPARTMENT OF HEALTH FOR THE PERIOD OF THIRTY SIX (36) MONTHS.</b> |
|-------------|--|

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

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

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

|   |  |
|---|--|
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b> | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |
|---|--|

|                |  |                |                         |
|----------------|--|----------------|-------------------------|
| CONTACT PERSON | <b>Ms. TO Simango / Ms. N.M Motene</b> | CONTACT PERSON | <b>Dr. Mamashela TA</b> |
|----------------|--|----------------|-------------------------|

|                  |                              |                  |                                      |
|------------------|------------------------------|------------------|--------------------------------------|
| TELEPHONE NUMBER | <b>(015) 293 6352 / 6350</b> | TELEPHONE NUMBER | <b>(015) 287 5545 / 066 486 8540</b> |
|------------------|------------------------------|------------------|--------------------------------------|

|                  |                     |                  |             |
|------------------|---------------------|------------------|-------------|
| FACSIMILE NUMBER | <b>086 597 5073</b> | FACSIMILE NUMBER | <b>none</b> |
|------------------|---------------------|------------------|-------------|

|                |  |                |  |
|----------------|--|----------------|--|
| E-MAIL ADDRESS | <b>Tintswalo.Simango@dhsd.limpopo.gov.za</b> | E-MAIL ADDRESS | <b>Thakadu.Mamashela@dhsd.limpopo.gov.za</b> |
|----------------|--|----------------|--|

**SUPPLIER INFORMATION**

|                |  |  |  |
|----------------|--|--|--|
| NAME OF BIDDER |  |  |  |
|----------------|--|--|--|

|                |  |  |  |
|----------------|--|--|--|
| POSTAL ADDRESS |  |  |  |
|----------------|--|--|--|

|                |  |  |  |
|----------------|--|--|--|
| STREET ADDRESS |  |  |  |
|----------------|--|--|--|

|                  |      |  |        |  |
|------------------|------|--|--------|--|
| TELEPHONE NUMBER | CODE |  | NUMBER |  |
|------------------|------|--|--------|--|

|                  |  |  |  |  |
|------------------|--|--|--|--|
| CELLPHONE NUMBER |  |  |  |  |
|------------------|--|--|--|--|

|                  |      |  |        |  |
|------------------|------|--|--------|--|
| FACSIMILE NUMBER | CODE |  | NUMBER |  |
|------------------|------|--|--------|--|

|                |  |  |  |  |
|----------------|--|--|--|--|
| E-MAIL ADDRESS |  |  |  |  |
|----------------|--|--|--|--|

|                         |  |  |  |  |
|-------------------------|--|--|--|--|
| VAT REGISTRATION NUMBER |  |  |  |  |
|-------------------------|--|--|--|--|

|                            |                            |  |    |                               |      |
|----------------------------|----------------------------|--|----|-------------------------------|------|
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
|----------------------------|----------------------------|--|----|-------------------------------|------|

|  |  |                                     |   |
|--|--|-------------------------------------|---|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|-------------------------------------|---|

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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

|   |  |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                       |   |
|---------------------------------------|---|
| <b>1. BID SUBMISSION:</b>             |   |
| 1.1.                                  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2.                                  | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3.                                  | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4.                                  | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |   |
| 2.1                                   | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |
| 2.2                                   | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.   |
| 2.3                                   | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .  |
| 2.4                                   | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  |
| 2.5                                   | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  |
| 2.6                                   | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |
| 2.7                                   | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                       |

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

### PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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.

| ITEM NO | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(APPLICABLE TAXES INCLUDED) |
|---------|----------|-------------|--|
|         |          |             | R  |

- 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

\*\* "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

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
 = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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 **YES / NO**  
presently employed by the state?

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:  
.....  
.....  
.....

2.7.1 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**

2.7.1.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

2.7.1.2 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.**

| <b>Full Name</b> | <b>Identity Number</b> | <b>Personal Income Tax Reference Number</b> | <b>State Employee Number/Persal Number</b> |
|------------------|------------------------|---|--|
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |
|                  |                        |   |  |

**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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

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

### 1. PILLARS OF THE PROGRAMME

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

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

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

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4. PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

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

Date.....

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2 DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3 POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.4 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

### 5 BID DECLARATION

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

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

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

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

## 7 SUB-CONTRACTING

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

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.4.1 If yes, indicate:

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

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.5 VAT registration number:.....

8.6 Company registration number:.....

8.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

## 8.9 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

### WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:   |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |

CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1      This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3      Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a      disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  
  - b.      cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4      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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

---

I the undersigned,

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity Number     |  |

Hereby declare under oath as follows:

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

|                     |  |
|---------------------|--|
| Enterprise Name     |  |
| Trading Name        |  |
| Registration Number |  |
| Enterprise Address  |  |

3. I hereby declare under oath that:

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

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

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Commissioner of Oaths  
Signature & stamp

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity Number     |  |

Hereby declare under oath as follows:

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

|                     |  |
|---------------------|--|
| Enterprise Name     |  |
| Trading Name        |  |
| Registration Number |  |
| Enterprise Address  |  |

3. I hereby declare under oath that:

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

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

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Applications
- 3. General
- 4. Standards
- 5. Use of contract document and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payments
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontractors
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices



## General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and 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.

|  |   |
|--|---|
|  | <p>1.22 <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23 <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24 <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 <b>“Written” or “in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>   |
| <b>2. Application</b>  | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>  |
| <b>3. General</b>  | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>   |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>   |
| <b>5. Use of contract documents and information; inspection.</b> | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>                            |
| <b>6. Patent rights</b>  | <p>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.</p>  |
| <b>7. Performance Security</b>                                   | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p> |
| <b>8. Inspections,</b>   | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p>   |

|                                  |  |
|----------------------------------|--|
| <b>tests and analyses</b>        | <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| <b>9. Packing</b>                | <p>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.</p> <p>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.</p>   |
| <b>10.Delivery and documents</b> | <p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>   |
| <b>11. Insurance</b>             | <p>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.</p>  |
| <b>12. Transportation</b>        | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>  |
| <b>13. Incidental Services</b>   | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> </ul>   |

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|  | <p>(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.</p> <p>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.</p>   |
| <b>14.Spare parts</b>                          | <p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>   |
| <b>15.Warranty</b>                             | <p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p> |
| <b>16.Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17.Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>   |
| <b>18.Contract Amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>  |
| <b>19.Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>  |
| <b>20.Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>   |
| <b>21.Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>  |

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|                                    | <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>  |
|                                    | <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>   |
|                                    | <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>   |
| <b>22. Penalties</b>               | <p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>   |
| <b>23. Termination for default</b> | <p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> <li>i. The name and address of the supplier and / or person restricted by the purchaser;</li> </ul> |

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|  | <ul style="list-style-type: none"> <li>ii. The date of commencement of the restriction;</li> <li>iii. The period of restriction; and</li> <li>iv. The reasons for the restriction.</li> </ul> <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>   |
| <b>24. Anti-dumping and countervailing duties and rights</b> | <p>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.</p>  |
| <b>25. Force Majeure</b>                                     | <p>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.</p> <p>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.</p>   |
| <b>26. Termination for insolvency</b>                        | <p>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.</p>   |
| <b>27. Settlement of Disputes</b>                            | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,<br/> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br/> (b) the purchaser shall pay the supplier any monies due the supplier.</p> |

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| <b>28.Limitation of Liability</b>                            | <p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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</p>   |
| <b>29.Governing Language</b>                                 | <p>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.</p>  |
| <b>30.Applicable Law</b>                                     | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>   |
| <b>31.Notices</b>  | <p>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.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>  |
| <b>32.Taxes and Duties</b>                                   | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>  |
| <b>33. National Industrial Participation Programme (NIP)</b> | <p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>   |
| <b>34.Prohibition of Restrictive practices</b>               | <p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p> |



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF  
HEALTH**

**TERMS OF REFERENCE**

**HEDP 038 19/20: PROVISIONING OF HISTOPATHOLOGY SERVICES FOR FORENSIC PATHOLOGY INSTITUTIONS IN THE LIMPOPO DEPARTMENT OF HEALTH FOR THE PERIOD OF THIRTY SIX (36) MONTHS.**



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## 1. DEFINITIONS

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| <b>“Acceptable Bid”</b>              | means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.   |
| <b>“Administrative Requirements”</b> | This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.  |
| <b>“Archives”</b>                    | means old record materials used or area where terminated or old records are stored.  |
| <b>“Bid”</b>                         | means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.   |
| <b>“Bidder Agent”</b>                | means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department. |
| <b>“Bidders”</b>                     | means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.  |
| <b>“Client”</b>                      | means Government departments, provincial and local administrations that participate in Department of Health procurement processes.   |
| <b>“Comparative Price”</b>           | means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.   |
| <b>“Consortium”</b>                  | means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.  |
| <b>“Department”</b>                  | means the Limpopo Department of Health (LDoH)  |
| <b>“Disability”</b>                  | means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.   |
| <b>“Disposal”</b>                    | means the process of getting rid of old and terminated records that have reached their retention period.   |

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| <b>“Firm Price”</b>             | means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract. |
| <b>“Goods”</b>                  | means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health’s delegate by the successful Bidder in terms of this bid.   |
| <b>“Internal Collaboration”</b> | means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.  |
| <b>“Joint Ownership”</b>        | (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.   |
| <b>“Joint Venture”</b>          | means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.   |
| <b>“Licences”</b>               | means conditional use of another party’s intellectual property rights.   |
| <b>“Management”</b>             | “in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.  |
| <b>“Non-firm Price(s)”</b>      | means all price(s) other than “firm” price(s).   |
| <b>“Organ of State”</b>         | means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.  |
| <b>“Person(s)”</b>              | refers to a natural and/or juristic person(s).   |
| <b>“Prime Bidder”</b>           | means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.  |

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| <b>“Rand Value”</b>        | means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.                 |
| <b>“Record”</b>            | Recorded information, regardless of form or form or medium, created, received and maintained by an organisation in pursuance of its leg its legal obligations or in the transaction of business. |
| <b>“SMME”</b>              | bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).   |
| <b>“Sub-contracting”</b>   | means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract. |
| <b>“Successful Bidder”</b> | means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.  |
| <b>“Trust”</b>             | 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.                            |
| <b>“Trustee”</b>           | 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.                              |
| <b>“Histopathology”</b>    | means the study of changes in tissue caused by the disease   |
| <b>“FPS”</b>               | forensic pathology services  |

## 2. PURPOSE

The Limpopo Department of Health requires the service for transportation , processing and academic reporting of Histopathology samples for Limpopo Forensic Pathology.

## 3. INTRODUCTION

The Limpopo Department of Health has 12 Forensic Pathology units in the province and Polokwane FPS serves as a referral site in rendering specialist services. Cases that require specialist attention include amongst others police related shooting cases and other custody related deaths, explosion related deaths, multiple gunshot cases, fatal aircraft accidents, any mass fatality from road traffic accidents, fatal child abuse cases and

sudden unexpected infant deaths, procedure related deaths, other complicated high profile cases and etc.

#### **4. BACKGROUND**

- 4.1. Limpopo Forensic Pathology Services renders Medico-Legal investigation of death with the main objective of determining the cause of death to assist the criminal justice system.
- 4.2. As part of the autopsy examination process, the Departmental Forensic Pathology Medical Practitioners (Specialist Forensic Pathologist, Registrars, and Medical Officers) will collect tissue samples from various organs of the body for further microscopic examination to assist in determining the cause of death. The Forensic Pathology is guided accordingly by the Inquest act No. 58 of 1959
- 4.3. Sampling for microscopic examination takes place in about 20-30% of the cases that may not have a gross anatomical cause of death from the autopsy examination process performed by the Forensic Pathology Services.

#### **5. SCOPE OF WORK**

The detailed specification of the required for academic reporting of histopathology slides is as **follows**:

##### **5.1. Provision of histopathology sample containers and preservatives**

##### **5.2. Transportation**

- 5.2.1. Transportation of forensic pathology tissue samples from Polokwane Forensic Pathology Service which is stationed at Pietersburg Tertiary Hospital to the service provider.
- 5.2.2. Transportation of histopathology slides with report to Polokwane Forensic Pathology Service which is stationed at Pietersburg Tertiary Hospital
- 5.2.3. Transportation of remaining forensic pathology tissue samples and forensic pathology tissue blocks to Polokwane Forensic Pathology Service which is stationed at Pietersburg Tertiary Hospital

##### **5.3. Processing**

Processing of forensic pathology tissue samples for Limpopo Forensic Pathology.

##### **5.4. Academic reporting**

Academic reporting of forensic pathology tissue samples for Limpopo Forensic Pathology.

#### **5.5. Histopathology Consultation**

Consultation on cases requiring specialist Histopathology expertise

### **6. TECHNICAL SPECIFICATION**

#### **6.1. Provision of histopathology sample containers and preservatives**

- ✓ The service provider must provide the suitable containers of various sizes with labels and lids.
- ✓ The Service provider must provide formalin and other relevant preservatives that may be required as and when the need arises (e.g. glutaraldehyde)

#### **6.2. Transportation**

- ✓ Transportation of forensic pathology tissue samples and existing slides from Polokwane Forensic Pathology Service which is stationed at Pietersburg Tertiary Hospital to the service provider, and back.
- ✓ The service provider must transport the samples, slides and blocks with suitable transportation and packaging that will preserve their integrity.

#### **6.3. Processing**

Processing of forensic pathology tissue samples for Limpopo Forensic Pathology.

- ✓ The service provider will process and prepare tissue samples in Haematoxylin and Eosin stain for reporting
- ✓ Special staining as and when necessary will be done in consultation with a specialist forensic pathologist of the Department.
- ✓ The service provider must be able to have proper storage for forensic tissue samples and slides during processing.

#### **6.4. Academic reporting**

Academic reporting of forensic pathology tissue samples for Limpopo Forensic Pathology.

- ✓ The service provider must provide a report that is in the affidavit format. Court appearance as an expert witness may be required only in exceptional cases
- ✓ The report must be on the registered company logo
- ✓ The report must be duly signed by a registered histopathologist
- ✓ The service provider will be expected to clear the existing backlog, which requires reporting only, within a period of nine months.

- ✓ The service provider will be given a turnaround time of two weeks with regard to cases that are to be processed and reported on.

#### 6.5. Histopathology Discussion on Special cases

Discussion on cases requiring specialist Histopathology expertise

- ✓ The service provider must be available for discussion of special cases that require histopathology specialist expertise

### 7. EVALUATION CRITERIA

This bid shall be evaluated in **Four (4) Phases** as follows:

- a. Administrative Compliance
- b. Evaluation on Functionality
- c. Site Inspection
- d. Price and BBEE 80/20

#### a. PHASE ONE: ADMINISTRATIVE COMPLIANCE

Bidders shall take note of the following guidelines:

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

**NB: Bidders *may* be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements and failure to attach or complete and/or sign any of the designated arrears of the documents mentioned below *may* render the bid a not “Acceptable Bid”**

| FOL | ADMINISTRATIVE BIDDING REQUIREMENTS   | BIDDER'S RESPONSE<br>(Comply/ Not Comply /<br>Not Applicable) |
|-----|---|---|
| 7.1 | Submission of the following standard bidding documents (fully completed and signed) |   |
| 7.2 | SBD 1: Invitation to Bid,   |   |
| 7.3 | SBD 3.2: Pricing Schedule (Non-Firm Prices)   |   |

| FOL  | ADMINISTRATIVE BIDDING REQUIREMENTS  | BIDDER'S RESPONSE<br>(Comply/ Not Comply /<br>Not Applicable) |
|------|--|---|
| 7.4  | <b>SBD 4:</b> Declaration of Interest form,  |   |
| 7.5  | <b>SBD 6.1:</b> Preference points claim form in terms of the Preferential Procurement Regulations 2017;  |   |
| 7.6  | <b>SBD 8:</b> Declaration of Bidder's Past SCM Practices; and  |   |
| 7.7  | <b>SBD 9:</b> Certificate of Independent Bid Determination.  |   |
| 7.8  | Naming of the bidding company must be consistent in the request for bid (RFB) document, applicable EME or QSE original sworn affidavit, original or copy of valid B-BBEE Status Level Verification Certificate and the CSD report. Deviations to this pre-requisite may disqualify the bid.  |   |
| 7.9  | Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.  |   |
| 7.10 | Submission of an Own Company profile and <b><u>Completion of Annexure A: Portfolio of Current and Completed Contracts at least (2) two in relation with Histopathology, with supporting evidence.</u></b>  |   |
| 7.11 | In case of a B-BBEE Exempted Micro Enterprise (EME) or B-BBEE Qualifying Small Enterprise (QSE) bidders may submit a valid Sworn Affidavit (copy attached to this bid) or submit an original or copy of valid B-BBEE issued by an Agency Accredited by the South African National Accreditation System (SANAS). Bidders other than EMEs and QSEs shall submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS <b>(If Applicable)</b> |   |
| 7.12 | <b>In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:</b>  |   |
| 7.13 | Signed agreement between involved parties indicating the lead member;  |   |
| 7.14 | Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database <b>and the Joint Venture Shall submit a consolidated CSD Report;</b>  |   |
| 7.15 | Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;  |   |
| 7.16 | In the case of a JV/ Consortium all parties to the consortium/joint venture must submit must submit  |   |



| FOL  | ADMINISTRATIVE BIDDING REQUIREMENTS   | BIDDER'S RESPONSE<br>(Comply/ Not Comply /<br>Not Applicable) |
|------|---|---|
|      | consolidated certified copy valid or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS (If Applicable)   |   |
| 7.17 | Attachment of attested copy of valid <b>ISO9001:2008/ISO9001:2015</b> (Quality Management Systems and <b>ISO 15189 :2017</b>  |   |
| 7.18 | Attachment of HPCSA registration of histopathologists/s   |   |
| 7.19 | Attachment of vehicle roadworthy certificate of delivery vehicles with proof of ownership if owned or Lease Agreement or an undertaking by the leasing entity if intend lease   |   |
| 7.20 | Attachment of Laboratory registration/valid practice registration details with board of health care funders   |   |
| 7.21 | <p>Financial Capacity of the Bidder to a minimum sum of Five Hundred Thousand Rands (R500 000) The financial capacity of the Bidder(s) shall be tested through the following documents:</p> <p>a) Audited Financial Statements of the bidder / in case of a JV all companies to a JV must include their individual company's audited statements, issued by a Registered Auditor.</p> <p>b) Any proof of support from accredited Financial Institution (FSP or NCR) on primary funding when the tender is successfully awarded.</p> <p>c) Proof of capacity to self-funding (original and stamped Company Bank Statement not more than 3 months old)</p> |   |
| 7.22 | Returnable documents must be chronologically indexed with a contents list.  |   |
| 7.23 | When submitting the bid document, bidders must burn both a scanned PDF Copy of the completed bid document, Printed Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule on a <b>Compact Disc (CD) or Digital Video Disc (DVD)</b> marked with the company's name, bid number and bid description. <b>All electronic data submitted must be an exact copy of the hard copy document.</b> Any discrepancies between the electronic and the hard copy may invalidate the bid.  |   |

**b. PHASE TWO: EVALUATION OF FUNCTIONALITY**

| TOTAL SCORE              |  |   | 100   |                 |
|--------------------------|--|---|---|-----------------|
| ACCEPTABLE MINIMUM SCORE |  |   | 70  |                 |
| NO                       | CRITERIA   | WEIGHT  | ELEMENT BREAKDOWN   | SCORING VALUES  |
| 8.6.1                    | Experience of the bidder in the provision of histopathology services (Provide at least two contactable references on Annexure A)     | 30  | Company experience and track record in the provision of histopathology services indicating current and previous contracts:<br><b>Number of Months:</b>  |                 |
|                          |  |   | ( 61 Months and above)  | Exceptional (5) |
|                          |  |   | (37 – 60 Months)  | Very Good (4)   |
|                          |  |   | (25 – 36 Months)  | Good (3)        |
|                          |  |   | (13 – 24 Months)  | Average (2)     |
|                          |  |   | (0 to 12 Months)  | Poor (1)        |
|                          |  | 20  | Extent of the bidder's biggest current or previous histopathology services projects: <b>Value of a Single Highest Project:</b>  |                 |
|                          |  |   | R500 001 and above  | Exceptional (5) |
|                          |  |   | R400 001 to R 500 000   | Very Good (4)   |
|                          |  |   | R300 001 to R 400 000   | Good (3)        |
|                          |  |   | R200 001 to R300 000  | Average (2)     |
|                          |  |   | R0.00 – R200 000  | Poor (1)        |
| 8.6.2                    | Company Resources / Fleet<br><br>(attach copies of vehicle(s) registration certificates and/or letter of intent signed by the owner: | 10  | Evidence of operational delivery vehicles with proof of ownership if owned or Lease Agreement if leased or a letter of intent   |                 |
|                          |  |   | 1 X Sedan vehicle Branded with "hazardous material" Logo  | Exceptional (5) |
|                          |  |   | 1 X Dust Proof Panel Van Branded with "hazardous material" Logo   | Very Good (4)   |
|                          |  |   | 1 X Sedan vehicle not branded with "hazardous material" Logo  | Good (3)        |
|                          |  |   | 1 x Dust Proof Panel Van not Branded with "hazardous material" Logo   | Average (2)     |
|                          |  |   | 1 x unsuitable vehicle  | Poor (1)        |
| 8.6.3                    | Financial Capacity   | 15  | <b>An undertaking by a Financial Institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:</b> |                 |
|                          |  |   | R500 001 and above  | Exceptional (5) |
|                          |  |   | R400 001 to R 500 000   | Very Good (4)   |
|                          |  |   | R300 001 to R 400 000   | Good (3)        |
|                          |  |   | R200 001 to R300 000  | Average (2)     |
|                          |  |   | R0.00 – R200 000  | Poor (1)        |
| 8.6.4                    | Project Methodology (Break-Down Structure)   | Project Methodology Breakdown Structure Shall be allocated points as follows: |   |                 |
|                          |  | 5   | <b>Pre Project Implementation Phase Activities</b>  |                 |
|                          |  |   | Activities are clear, logical and demonstrate a high level of understanding of the project deliverables and time frames.  | Very Good (4)   |
|                          |  |   | Activities are clear and logical  | Good (3)        |
|                          |  |   | Activities are illogical  | Average (2)     |
|                          |  |   | No activities   | Poor (1)        |
|                          |  | 5   | <b>Project Implementation Phase Activities</b>  |                 |

|              |   |           |  |                      |
|--------------|---|-----------|--|----------------------|
|              |   |           | Activities are clear, logical and demonstrate a high level of understanding of the project deliverables and time frames. | <b>Very Good (4)</b> |
|              |   |           | Activities are clear and logical   | <b>Good (3)</b>      |
|              |   |           | Activities are illogical   | <b>Average (2)</b>   |
|              |   |           | No activities  | <b>Poor (1)</b>      |
|              |   | <b>5</b>  | <b>Contingency Plan</b>  |                      |
|              |   |           | Plan clear and realistic   | <b>Good (3)</b>      |
|              |   |           | Plan produced but not convincing that the methodology can be delivered using contingencies proposed                      | <b>Average (2)</b>   |
|              |   |           | No Plan  | <b>Poor (1)</b>      |
| <b>8.6.5</b> | The service provider's Locality (Attach evidence of physical address) | <b>10</b> | The Service providers locality   |                      |
|              |   |           | Within Capricorn District  | <b>Good (3)</b>      |
|              |   |           | Outside Capricorn District   | <b>Average(2)</b>    |
|              |   |           | Outside Limpopo Province   | <b>Poor 1)</b>       |
|              |   |           |  |                      |

### C. Phase Three Site Inspection Criteria

Site inspection points shall be allocated as follows:

| <b>TOTAL SCORE</b>              |                                  | <b>100</b>  |               |
|---------------------------------|----------------------------------|---|---------------|
| <b>ACCEPTABLE MINIMUM SCORE</b> |                                  | <b>70</b>   |               |
| <b>NO</b>                       | <b>TITLE</b>                     | <b>ESSENTIALS</b>   | <b>POINTS</b> |
| 1                               | Sampling                         | Request form<br>Specimen containers<br>10% Buffered formalin  | 05            |
| 2                               | Specimen reception & preparation | 1. Register book/computer<br>2. Labeling/Numbering machine  | 10            |
| 3                               | Specimen Cut-up                  | Cut-up work station<br>Cutting-up utensils  | 10            |
| 4                               | Tissue Processing                | Embedding cassettes<br>Embedding cassette Lids<br>Tissue Processor [conventional]<br>Processing reagents                        | 10            |
| 5                               | Tissue Embedding                 | Paraffin wax<br>Molds [ Steel]<br>Embedding station   | 10            |
| 6                               | Tissue Block Sectioning          | Rotary Microtome<br>High Profile microtome blades<br>Low Profile microtome blades<br>Floatation Water bath<br>Microscope Slides | 10            |
| 7                               | Block Filing / Archiving.        | Block Filing cabinets   | 05            |

|                     |   |  |            |
|---------------------|---|--|------------|
| 8                   | Slide Staining for Basic Morphology     | Histochemical reagents for H&E<br>Glassware                  | 05         |
| 9                   | Internal Quality Control and microscopy | Slides cover-slips<br>Resin Mounting medium<br>Slide Folders | 10         |
| 10                  | Microscopy                              | Microscope   | 10         |
| 11                  | Investigative/ Special Staining         | Histochemical reagents                                       | 10         |
| 12                  | Slides Filing / Archiving               | Slide Filing cabinets  | 05         |
| <b>TOTAL POINTS</b> |   |  | <b>100</b> |

**NB: Bidders who fail to obtain a minimum score of 70 points shall be disqualified.**

#### **D. PHASE FOUR: PRICE AND B-BBEE**

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

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

## **8. KEY ASPECTS OF THE BID PROPOSAL**

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

- a. In this bid 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
- b. Bidders should initial every page of the bid proposal.
- c. Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- d. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to the terms of reference.
- e. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- f. The department reserves the right to verify any information supplied by the bidder in and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- g. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- h. The department reserves the right to invite any bidder for a formal presentation during the evaluation process.
- i. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

## **9. CONDITIONS ON ADMINISTRATIVE REQUIREMENTS**

- a. The LDoH has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.
- b. Where the bidder fails to comply fully with any of the administrative bidding requirements under this bid or the LDoH is for any reason unable to verify

whether administrative bidding requirements are fully complied with, the LDoH reserves the right, either to:

- ✓ Reject the bid in question and not evaluate it at all.
  - ✓ Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH and such supplementary information/ documentation is only administrative and not substantive in nature. **The evaluation team shall agree on the maximum timeframe to be granted to furnish the information required.**
  - ✓ Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.
- c. The LDoH may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.**

## **10. BID AWARD & CONTRACT CONDITIONS**

- a. The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.
- b. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- c. The award of the tender may be subjected to price negotiation with the preferred bidders.
- d. The department reserves the right to award the bid to one or more service providers, at negotiated rates, wholly or in part or not to award.**
- e. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points
- f. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- g. The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).
- h. The contract period will be in terms of the acceptance letter.

- i. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- j. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- k. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

## 11. CONTRACT ADMINISTRATION

- a. Successful bidder(s) must report to supply chain management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- b. Full particulars of such circumstances as well as the period of delay must be furnished.
- c. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

## 12. RISK MANAGEMENT ON PRICING AND AWARDING

- a. All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices shall be disqualified).**
- b. Bidders to take note that the department shall complete the process of evaluation and award in a period of 120 days, therefore their prices should consider inflationary fluctuations.

## 13. PRICING INSTRUCTIONS

- a. All prices charged must be inclusive of **business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law immediately after award.**
- b. The bidders are required to quote their rate per page
- c. **It is an express requirement of this request for bid that bidders provide some transparency in respect to their pricing approach. In this regard,**

**bidders must indicate the basis on which they have calculated their pricing by providing a breakdown of the total bid price for all costs**

- d.** All prices quoted by suppliers may be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices may be disqualified).**

#### **14. PRICING SCHEDULE**

| <b>NO</b>          | <b>DESCRIPTION</b>                               | <b>RATE</b> | <b>PRICE INCLUDING VAT</b> |
|--------------------|--|-------------|----------------------------|
| <b>1</b>           | <b>Transportation @ rate per KM</b>              | <b>R</b>    | <b>R</b>                   |
| <b>2</b>           | <b>Processing and reporting @ Rate per Case</b>  | <b>R</b>    | <b>R</b>                   |
| <b>3</b>           | <b>Special stain e.g. Ziehl Neelsen, and PAS</b> | <b>R</b>    | <b>R</b>                   |
| <b>4.</b>          | <b>Supply of Containers and fixatives</b>        | <b>R</b>    | <b>R</b>                   |
| <b>Grand Total</b> |  |             | <b>R</b>                   |

#### **15. PRICE ADJUSTMENTS**

##### **a. CONSUMER PRICE INDEX**

Bidders must take note that prices shall be firm for the first 12 months of the contract, and thereafter a CPI price adjustment shall be applicable in the first and second anniversary of the contract. The adjustment shall be automatically applied based on the factors supplied.

##### **b. RATE OF EXCHANGE (ROE) CLAIMS**

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



documents, indicated the ROE at the time of bidding. The spot rates as at the date of the bid advert should be used.

#### **16. COMPULSORY BRIEFING SESSION**

**There will be a no briefing session for this bid.**

#### **17. ENQUIRIES**

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

| <b>Physical Address</b>   | <b>Technical Enquiries</b>                           | <b>Bidding Process</b>   |
|---|--|--|
| Department of Health,<br>Fidel Castro Ruz House,<br>18 College Street, Polokwane,<br>0699 | Dr. Mamashela TA<br>(015) 287 5545 /<br>066 486 8540 | Ms Simango TO<br>(015) 293 6352<br>Ms. Motene NM<br>(015) 293 6350 |

## ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The Bidder/s must furnish a list of the following particulars of relevant experience in the provisioning of histopathology services for forensic pathology institutions in the Limpopo department of health for the period of thirty six (36) months. The bidder must in addition attach proof of references (Contactable References and Evidence e.g. Contracts, Purchase Orders, Disbursement reports/ Payment Advise must be provided). Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

| ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS |   |  |  |              |  |  |   |
|---|---|--|--|--------------|--|--|---|
| FOL   | CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL |  | CONTRACT NUMBER AND DESCRIPTION OF SERVICE | PLACE (TOWN) | CONTRACT START DATE<br>Day, Month & Year | CONTRACT END DATE<br>Day, Month & Year | CONTRACT AMOUNT/ VALUE OF CONTRACT (R ) |
| 1   | Name of Client  |  |  |              |  |  |   |
|   | Contact Person  |  |  |              |  |  |   |
|   | Tel   |  |  |              |  |  |   |
|   | eMail   |  |  |              |  |  |   |
| 2   | Name of Client  |  |  |              |  |  |   |
|   | Contact Person  |  |  |              |  |  |   |
|   | Tel   |  |  |              |  |  |   |
|   | eMail   |  |  |              |  |  |   |

**ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS**

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

**ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS**

| <b>FOL</b> | <b>CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL</b> |  | <b>CONTRACT NUMBER AND DESCRIPTION OF SERVICE</b> | <b>PLACE (TOWN)</b> | <b>CONTRACT START DATE<br/>Day, Month &amp; Year</b> | <b>CONTRACT END DATE<br/>Day, Month &amp; Year</b> | <b>CONTRACT AMOUNT/ VALUE OF CONTRACT (R )</b> |
|------------|--|--|---|---------------------|--|--|--|
| <b>6</b>   | <b>Name of Client</b>  |  |   |                     |  |  |  |
|            | <b>Contact Person</b>  |  |   |                     |  |  |  |
|            | <b>Tel</b>   |  |   |                     |  |  |  |
|            | <b>EMail</b>   |  |   |                     |  |  |  |
| <b>7</b>   | <b>Name of Client</b>  |  |   |                     |  |  |  |
|            | <b>Contact Person</b>  |  |   |                     |  |  |  |
|            | <b>Tel</b>   |  |   |                     |  |  |  |
|            | <b>eMail</b>   |  |   |                     |  |  |  |
| <b>8</b>   | <b>Name of Client</b>  |  |   |                     |  |  |  |
|            | <b>Contact Person</b>  |  |   |                     |  |  |  |
|            | <b>Tel</b>   |  |   |                     |  |  |  |
|            | <b>eMail</b>   |  |   |                     |  |  |  |

## ANNEXURE B: PRICING SCHEDULE (PRICING PROPOSALS) INCL.VAT

| ACTIVITY                                  | UNIT | UNIT PRICE |
|---|------|------------|
| Standard eXero – dr imaging system        | Each | R.....     |
| Batriatric Trolley                        | Each | R.....     |
| Review viewing station                    | Each | R.....     |
| <b>TOTAL COST</b>                         | Each | R.....     |
| 5 year full maintenance plan and training | Each | R.....     |
| <b>GRAND TOTAL</b>                        | Each | R.....     |
| GRAND TOTAL R.....                        |      |            |

**NB: “PRICING INSTRUCTIONS” of this terms of reference above shall be taken into consideration in the pricing proposals on this annexure. The quantities above are for evaluations purposes.**