LIMPOPO PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF
HEALTH

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	**HEDP014/26/27**	**CLOSING DATE:**	**28/01/2027**	CLOSING TIME:	**11:00**
DESCRIPTION	**SUPPLY AND DELIVERY OF HAND COMPRESSION SPRAYER PUMPS FOR MALARIA CONTROL PROGRAMME IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. Sekome T / Ms Motene N.M**	CONTACT PERSON	**Mr. MLAUDZI R / Mr. de Beer G**
TELEPHONE NUMBER	**(083) 265 8365** **(063) 692 9368 / ((015) 293 6350**	TELEPHONE NUMBER	**082 773 1833 / 082 376 3360**
E-MAIL ADDRESS	Taelo.Sekomeo@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za	E-MAIL ADDRESS	Rudzani.Mlaudzi@dhsd.limpopo.gov.za George.deBeer@dhsd.limpopo.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	Yes ☐ No ☐ [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		Yes ☐ No ☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐ THE ☐

ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES

NO ☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

DATE:……

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder…… Bid number…….....

Closing Time 11:00 Closing date……...

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED

.

Required by: ……..

At: ……..

Brand and model ……..

Country of origin ……..

- Does the offer comply with the specification(s)? *YES/NO If not to

specification, indicate deviation(s) ……..

Period required for delivery ……..

***Delivery: Firm/not firm**

Delivery basis……

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

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

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. Any person (natural or juristic) may make an offer in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES [ ] NO [ ]**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	Name of person at institution	Nature of the relationship

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1]

[1] Includes ''beneficial interest'' and ''personal financial interest'' as defined in the Companies Act 71 of 2008

in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?

YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

Registering authority	Name of related enterprise / company / trust	Registration number	Description of interest

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

3.1 I have read and understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the institution procuring the required goods or services in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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

[2] Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS / MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	**10/20**	
Disabled Person	**10/20**	

- **Woman:** Bidders must attach a CSD report or provide "MAAA number.
- **People living with Disability**: Submission of signed-offer by a Medical Practitioner (Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.

NB: Bidders are advised that the allocation of the points should be based on the percentage of the equity ownership in the company.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

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. 1.22 "**Republic**" means the Republic of South Africa. 1.23 "**SCC**" means the Special Conditions of Contract. 1.24 "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 "**Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

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

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

22.Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23.Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or 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. 23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information: i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector. 23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.
24. Anti-dumping and countervai	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

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

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

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP014/26/27: SUPPLY AND DELIVERY OF HAND COMPRESSION SPRAYER PUMPS FOR THE MALARIA CONTROL PROGRAMME IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY – SIX (36) MONTHS

TABLE OF CONTENTS

CONTENTS **PAGE**

SBD 1 ..... ERROR! BOOKMARK NOT DEFINED.
SBD 3.1 ..... ERROR! BOOKMARK NOT DEFINED.
SBD. 4 4
SBD 6.1 6
80/20 OR 90/10 8
GENERAL CONDITIONS OF CONTRACT 23
1. DEFINITIONS 33
2. PURPOSE 355
3. INTRODUCTION 355
4. BACKGROUND 355
5. SCOPE OF WORK 355
6. SPECIAL CONDITIONS OF CONTRACT (SCC) ERROR! BOOKMARK NOT DEFINED.6
6.7. BID AWARD & CONTRACT CONDITIONS ..... ERROR! BOOKMARK NOT DEFINED.7
6.8. ALLOCATION STRATERGY ..... ERROR! BOOKMARK NOT DEFINED.9
6.9. PRICING ..... ERROR! BOOKMARK NOT DEFINED.9
6.10 DECLARATION OF COMPLIANCE TO SCC ... ERROR! BOOKMARK NOT DEFINED.
7.1. ADMINISTRATIVE REQUIREMENTS ..... ERROR! BOOKMARK NOT DEFINED.9
7.2. TECHNICAL SPECIFICATION 41
7.3. PRICE AND SPECIFIC GOALS ..... ERROR! BOOKMARK NOT DEFINED.1
10. ENQUIRIES ..... ERROR! BOOKMARK NOT DEFINED.1
ANNEXURE A: DETAILED SPECIFICATION ..... ERROR! BOOKMARK NOT DEFINED.42

1. DEFINITIONS

*"*Acceptable Bid*"*	means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
"Administrative Requirements"	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
"Bid*"*	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
"Bidder Agent"	means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
*"*Bidders*"*	means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
"Client*"*	means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
"Comparative Price"	means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
"Consortium"	means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
"Department"	means the Limpopo Department of Health (LDoH)
"Disability"	means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
"Firm Price"	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
"Goods"	means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health's delegate by the successful Bidder in terms of this bid.

“Internal Collaboration”	means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
“Joint Ownership”	(also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
“Joint Venture”	means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
“Licences”	means conditional use of another party’s intellectual property rights.
“Management”	“in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
“Non-firm Price(s)”	means all price(s) other than “firm” price(s).
“Organ of State”	means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
“Person(s)”	refers to a natural and/or juristic person(s).
“Prime Bidder”	means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
“SMME”	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
“Sub-contracting”	means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
“Successful Bidder”	means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
“Trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
“Trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. PURPOSE

The purpose of this Terms of Reference is to invite suitable service providers to submit bids for the supply and delivery of hand compression sprayer pumps for Malaria Control Programme in the Limpopo Department of Health for a period of Thirty – Six (36) months.

3. INTRODUCTION

The Limpopo Department of Health herein invites bids from competent and self-reliant services providers with a solid track record and experience in the Supply and delivery of hand compression sprayer pumps for Malaria Control Programme. Therefore, this term of reference establishes the requirements for the supply and delivery of hand compression sprayer pumps for malaria control programme in the Department of Health.

4. BACKGROUND

4.1 Indoor Residual Spraying and breeding site management are the cornerstones of our malaria control strategy, with the Programme targeting one million dwellings and 300 sites annually to achieve 95% coverage before peak transmission. To support our 400 spray operators, we require consistent access to high-quality hand compression spray pumps; however, the heavy wear and tear of field operations necessitates a reliable replacement and maintenance cycle. Recent procurement efforts (2024–2026) using the three-quotation method have proven unsustainable, resulting in significant delays and requiring formal deviations due to a limited, niche supplier market.

4.2 The current three-quotation system is unsustainable and fails to meet the Programme’s replenishment needs. Transitioning to a 36-month tender ensures procurement compliance, leverages competitive pricing, and secures a stable supply chain. This process is essential to rigorously evaluate specialized spray pumps against stringent WHO specifications.

4.3 The current three-quotation system is unsustainable and fails to meet the Programme’s replenishment needs. Transitioning to a 36-month tender ensures procurement compliance, leverages competitive pricing, and secures a stable supply chain. This process is essential to rigorously evaluate specialized spray pumps against stringent WHO specifications.

5. SCOPE OF WORK

5.1 This specification establishes the requirements for the supply and delivery of hand compression sprayer pumps for Malaria Control Programme for the Limpopo Department of Health for the period of thirty six (36) months.

5.2 The service provider shall be expected to supply and deliver hand compression sprayer pumps for Malaria Control Programme on behalf of the Limpopo Province's Department of Health.

5.3 The programme targets one million dwellings and three hundred sites annually to achieve 95% spray coverage before Malaria peak transmission.

5.4 The programme has four hundred spray operators utilising two hundred sprayer pumps over the last two years.

5.5 The procurement of the sprayer pumps will assist to provide for the remaining two hundred spray operators who are currently sharing the sprayer pumps.

5.6 The successful bidder/bidders shall be required to:

- ✓ Supply and deliver the hand compression sprayer pumps.
- ✓ Provide the compatible spares parts for the future repair of sprayers.
- ✓ Attach the coloured picture of the hand compression sprayer pump.

5.6 DECLARATION OF COMPLIANCE SCOPE OF WORK

	ACCEPT ALL	DO NOT ACCEPT ALL
The bidder declares to accept all the Conditions as outlined in the scope of work as specified above by indicating with an "X" in the "ACCEPT ALL" column.		
NOTE: FAILURE TO ACCEPT ALL THE SCOPE OF WORK AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID. Signature……Name (in print)……..…… Date……..		

6 KEY ASPECTS OF THE BID PROPOSAL AND SPECIAL CONDITIONS OF CONTRACT INSTRUCTIONS

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

6.1.1. The successful bidder will be bound by Government Procurement: Special Conditions of Contract (SCC), which will form part of the signed contract with the

successful bidder. However, LDoH reserves the right to include or waive any condition in the signed contract.

6.1.2. The signed contract, which is inclusive of the GCC, SCC and Technical specification shall be signed within seven (7) after the acceptance of the award of the bid. SLA which is regarded as a performance agreement by the LDoH shall be negotiated with the end-user and signed off 30 days after signing of the contract with the Accounting Officer.

6.1.3. LDoH reserves the right to –

6.1.3.1. Negotiate the conditions, or

6.1.3.2. Automatically disqualify a bidder for not accepting these conditions.

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

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

6.1.5. Bidders must submit their bids on the stipulated closing date and time. Late bids will not be accepted.

6.1.6. In order to evaluate and adjudicate bid effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to terms of reference.

6.1.7. The bid document must be completed with indelible ink and alterations/corrections must be signed (No correction fluid/eraser allowed);

6.1.8. 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.

6.1.9. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will disqualify the bid and may further exercise any of the remedies available to it.

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

6.1.11. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.

6.1.12. The contract period will be in terms of the service level agreement.

6.1.13. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Tender Bulletin, E-Tender portal and LDoH website.

6.1.14. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

7. BID AWARD & CONTRACT CONDITIONS

7.1. The shortlisted bidders shall be subjected to Supply Chain Management screening processes and only successful bidders who are cleared during screening shall be considered for appointment.

7.2. 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. The award of the tender may be subjected to price negotiation with the preferred bidder/s.

8. THE BID ALLOCATION STRATEGY

8.1. The department reserves the right to award the bid to one service provider, wholly or in part or not to award as follows:

8.1.1. The bid shall be awarded based on scoring ranking of price and specific goals.

8.1.2. LDoH will award based on scoring ranking of price and specific goals.

8.1.3. In the event that the winning bidder is awarded and reject the award, the award shall be offered to the second highest winning bidder until exhausting the list of all the qualifying bidders.

8.1.4. The department may, on reasonable and justifiable grounds, award the bid to company that did not score the highest points in terms of price and specific goals.

9. **PRICING AND AWARDING CONDITIONS**

9.1. The department shall conduct market research to determine if preferred bidder did not underquote or overcharged their offer.

9.2. Overcharged prices by the preferred bidder shall be subjected to price negotiation or a price offer by the department (as a process to kickstart the negotiation).

9.3. Underquoted prices shall be subjected to price justification (preferred bidder shall be required to justify their price failure which will render their bids disqualified).

9.4. All prices charged must be inclusive of business overheads, applicable taxes, and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law within 30 days after award.

9.5. Bidders must quote for all items under this bid and those who do not quote for all items shall be unaccepted/disqualified. Arithmetic errors on the Pricing Schedule will be rectified on the following basis:

- ✓ If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid shall be disqualified.
- ✓ Bids that fail to conform to the conditions as set out under this pricing structure and schedule shall be disqualified.
- ✓ Bidders to take note that this bid shall be valid for the period of 180 days and the validity period may be extended if necessary.

10. **DECLARATION OF COMPLIANCE TO SCC**

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

11. EVALUATION CRITERIA

11.1. This bid shall be evaluated in **three (03) Phases** as follows:

- Phase 1: Administrative Requirements.
- Phase 2: Evaluation on Technical Specification.
- Phase 3: Evaluation on Price and Specific goals.

11.2. PHASE1: ADMINISTRATIVE COMPLIANCE

11.2.1. 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”.

11.2.2. Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements or failure to attach or complete and/or sign any of the designated areas of the documents mentioned below. Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature (which does not advance the bidder or provide an advantage to the bidder). This shall be on the discretion of the evaluation committee.

TABLE 2.: ADMINISTRATIVE BIDDING REQUIREMENTS

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER’S RESPONSE (Comply/ Not Comply / Not Applicable)
11.2.3.	**Submission of the following standard bidding documents (fully completed and signed)**	
I.	**SBD 1:** Invitation to Bid	
II.	**SBD 3.1:** Firm price	
III.	SBD 4: Bidders disclosure **NB. All companies that are under the name of the director/shareholder or member or trustees as per CSD Report must be declared, irrespective of whether they(companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership**	
11.2.4.	Proof of authority in terms of SBD.1 to sign the documents on behalf of the bidder	
11.2.5.	In case of Consortium or Joint Venture or Partnership (IF APPLICABLE) the following required:	
I.	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
11.2.6.	**Bid Declarations:** The following declarations must be completed and signed (failure may render the bid invalid) ✓ General Conditions of Contract (GCC) ✓ Special Conditions of Contract (SCC)	
11.2.7.	Submission of the original brochure with a visible picture of the unit to be supplied. The brochure must be written in English and supplied in colour version	

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

11.3. PHASE 2 (TWO): TECHNICAL SPECIFICATION REQUIREMENTS

General Requirements of the Specifications:

All the potential bidders must take the following into account: (failure to demonstrate the consideration of these requirements shall result in disqualification of the bid)

11.3.1. Compliance:

a) The sprayers should conform to WHO specifications set out in the World Health Organizations Specification Guidelines on Equipment for Vector Control (2010) https://iris.who.int/server/api/core/bitstreams/fdf94e5c-fbff-401d-8b75-dd6e002389cd/content and the Operational manual on indoor residual spraying: control of vectors of malaria, Aedes-borne diseases, Chagas disease, leishmaniases and lymphatic filariasis (2023) https://iris.who.int/server/api/core/bitstreams/4c82c85a-f6c0-401a-b16e-c7bfa7d111a0/content

11.3.2 General

a) The department reserves the right to inspect the bidders' product on site regarding quality, performance, etc. Before a final decision is made.

b) Any faulty product shall be returned to the bidder for repair or replacement at no cost to the Department.

c) The delivery of the equipment should be made within a period of (14) days after the receipt of the purchase order from the department.

11.4. PHASE 3: EVALUATION ON PRICE AND SPECIFIC GOALS

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

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

PREFERENTIAL GOALS	PREFERENTIAL POINTS
	80/20
Woman	**10/20**
Disability Persons	**10/20**

12. BRIEFING SESSION

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

13. ENQUIRIES

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

Physical Address	Technical Enquiries	Bidding Process
Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699	Mr. Mlaudzi R 0827731833 Rudzani.Mlaudzi@dhsd.limpopo.gov.za Mr. de Beer G 0823763360 George.deBeer@dhsd.limpopo.gov.za	Mr T Sekome 083 265 8365 Taelo.Sekome@dhsd.limpopo.gov.za Ms Motene NM 063 692 9368 / 015 293 6350 Ntlama.Maphahlele@dhsd.limpopo.gov.za

14. ANNEXURE A: DETAILED TECHNICAL SPECIFICATIONS

MALARIA COMPRESSION SPRAYER PUMP

NO.	DESCRIPTION	COMPLIES YES/NO	BIDDER'S RESPONSE
	The sprayer shall consist of a tank, usually cylindrical, equipped with a hand-operated air pump with a two handle (if required) and a locking device, separate from the tank lid, pressure-release safety device, hose attached at the top of the tank to a dip-tube, trigger valve with locking-off device, lance, control flow valve and nozzle, with other accessories as specified by the user agency. The sprayer should have a system for parking the lance when not in use to protect the nozzle. The sprayer with fittings assembled shall have no sharp edges or projections that might injure workers during normal operations.		
Materials of construction	The materials of construction, including filler cover, shall be declared and shall be corrosion, pressure and UV resistant. The main body of the tank should be made of stainless steel with no broken or leaking welds or cracks when subjected to the tank fatigue test. No solder containing lead and/or tin as major components shall be used in the construction of sprayers or component parts, except on joints between the lance, the cut-off valve, the nozzle body and the dip-tube, provided that all tests pertaining to this item are satisfactory. No wooden parts shall be used in the construction of part of the sprayer. The compression sprayer is mainly used for the residual spraying of wall surfaces and for larviciding.		
Weight	The weight of the complete sprayer, when filled to the manufacturer's maximum recommended capacity for operation, shall be declared and shall not exceed 25kg. 3.4 Pesticide tank and fittings 3.4.1 Capacity The total capacity of the spray pump shall be 15L and the operational liquid shall be declared /marked at 10L.		
Pressure-released devices and pressure relief (safety) valves			
Pressure release device	A pressure release device shall be declared, fitted on top of the sprayer and shall be capable of completely depressurizing the tank before it is opened. If the valve operates, it should reseal to allow normal operation of the sprayer without leakage.		

Pressure relief (safety) valve device.	A pressure relief device shall be declared that prevents pressurization in the tank beyond the limits prescribed by the manufacturers +/-10% for safety. If the valve operates, it should reseal to allow normal operation of the sprayer without leakage.		
Straps fastenings	The number and width of straps shall be declared, and shall be at least 50mm wide the shoulder and adjustable to at least 100cm in length. The width of strap shall be at least 50+5mm wide. The straps, fastenings and strap clips shall not show structural failure when subjected to the strap drop test. The strap when subjected to absorbency test method shall not increase in weight by more than 10%.		
Markings	The sprayer shall be clearly and permanently marked with a horizontal permanent line to indicate the maximum liquid volume in litres. Other markings should indicate 1-litre graduation. 3.5 Air pump 3.5.1Performance The tank, with all its fittings attached and filled with liquid to the maximum liquid charge mark, shall reach the maximum operational pressure on completion of no more than 60 full strokes of the pump.		
Check valve	The pump check valve shall prevent any leakage of the liquid into the pump cylinder when the tank is pressurized to the maximum recommended working pressure and the check valve is fully submerged.		
Discharge system			
Filter size	The filter in the trigger valve must be smaller than the size of the nozzle aperture and not larger than 50 mesh size (with an aperture not larger than 0.5mm or 0.3mm if there is no filter in the nozzle body). The equipment must be supplied with one or more filters, with a mesh size that prevents passage of particles that would cause nozzle blockage. At least one filter should be fitted close to that nozzle.		
Hose	The length of the hose shall be declared and shall be no less than 1.5m and of a material suitable for the pesticide product(s) specified by the purchasing agency. The hose should meet the requirements stated in section.		

Trigger valve	The type of trigger valve shall be declared and shall not drip or leak when subjected to the test method. The trigger valve must have a positive lock-off position. The length of the valve lever shall not be less than 100mm measured from the pivot point. The maximum torque of the lever shall be 1.5 newton metres.		
Lance	The length of the straight lance shall be declared and shall not be less than 500mm.		
Flow rate control device	A flow rate control device shall be fitted and its type declared. The device shall maintain a uniform output at the nozzle +5% of the specified discharge rate.		