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:	**HEDP009/26/27**	**CLOSING DATE:**	**27/01/2027**	CLOSING TIME:	**11:00**
DESCRIPTION	**SUPPLY AND DELIVERY OF HEART LUNG MACHINE FOR LIMPOPO DEPARTMENT OF HEALTH INSTITUTION FOR A PERIOD OF THREE - YEARS (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. Musa ZAA / Ms Nthabalala M.D**
TELEPHONE NUMBER	**(083) 265 8365** **(063) 692 9368 / ((015) 293 6350**	TELEPHONE NUMBER	**(015) 287 5434 / (072) 554 6151**
E-MAIL ADDRESS	Taelo.Sekomeo@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za	E-MAIL ADDRESS	**Musa.abideen@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:……

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(SERVICES)

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 **365** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(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

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 e.g. 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 (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

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] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is

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

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 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

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

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 80/20 preference point system.

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**

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

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**

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

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.
- **Youth:** Bidders must submit proof of registration on Central Supplier Database (CSD) report or provide "MAAA" number.

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 countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP 009/26/27: SUPPLY AND DELIVERY OF HEART LUNG MACHINE FOR LIMPOPO DEPARTMENT OF HEALTH INSTITUTION FOR A PERIOD OF THREE - YEARS (36 MONTHS).

TABLE OF CONTENTS

CONTENT **PAGE**

1.	PURPOSE	13
2.	BACKGROUND	13
3.	SCOPE OF WORK	13
4.	KEY ASPECTS OF THE BID PROPOSAL	14
5.	BID AWARD AND CONTRACT CONDITIONS.	15
6.	THE BID ALLOCATION STRATEGY	15
7.	RISK MANAGEMENT	16
9.	VALIDITY PERIOD OF THE BID	16
10.	RATE OF EXCHANGE (ROE) CLAIMS	16
11.	DECLARATION OF COMPLIANCE TO SCC	17
12.	EVALUATION CRITERIA	17
13.	BRIEFING SESSION/SITE VISIT	23
14.	ENQUIRIES	27
15.	ANNEXURE A: DETAILED TECHNICAL SPECIFICATIONS	24

1. PURPOSE

1.1. The purpose of this request for bid is to invite suitably qualified bidders to supply, deliver, install, commission and maintain one (1) heart lung machine for Pietersburg Hospital, including a 24-month warranty, end-user training and a 60-month comprehensive maintenance contract.

2. BACKGROUND

2.1. The Limpopo Department of Health provides a wide range of specialized surgical services that require reliable and technologically advanced medical equipment to provide surgical support.

2.2. The Heart Lung machine is part of the critical equipment that provides extra corporeal blood circulation and oxygenation support during open heart surgery at Pietersburg Hospital.

2.3. The Department therefore seeks to procure a heart Lung machine/system with advanced blood flow capabilities, enhanced patient safety and data capturing technologies, digital workflow integration, and improved operational efficiency.

2.4. The acquisition of the heart Lung machine/system is intended to provide cardiac surgical services, improve patient access to specialized procedures, support clinical service continuity, and enhance the quality of healthcare delivery within the Limpopo Department of Health.

3. SCOPE OF WORK

3.1. The successful bidder must supply, deliver, install and commission one (1) heart lung machine at the cardiothoracic theatre, Pietersburg Hospital, and hand it over against an acceptance certificate signed by Clinical Engineering and the end-user.

3.2. The potential bidder will be expected to maintain the unit during the warranty period without any cost to the department.

3.3. The successful bidder will be expected to enter a comprehensive maintenance arrangement to sustain the operational efficiency of the unit, which will come into effect after the expiry of the warranty period.

3.4. The successful bidder shall guarantee the availability of parts and accessories for the duration of the maintenance period

3.5. The successful bidder will be expected to train end-users.

3.6. Consumables (oxygenators, tubing packs, cannulae) are excluded from this bid. The machine must be compatible with consumables from more than one manufacturer.' This avoids locking LDoH into one supplier's consumables for 7 years

4. KEY ASPECTS OF THE BID PROPOSAL

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

4.1. The successful bidder will be bound by Government Legislative Framework i.e. the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC), which will form part of the signed contract. However, LDoH reserves the right to include or waive any condition in the signed contract.

4.2. LDoH may agree minor, non-material amendments in the signed contract, provided they do not change the scope, price or risk allocation on which the bid was evaluated.

4.3. The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed within seven (7) days after the acceptance of award of the bid. The department shall enter into a Service Level Agreement (SLA) which is regarded as a performance agreement. The SLA will be finalized within 30 days after signing of the contract with the Accounting Officer or his/her delegate.

4.4. LDoH reserves the right to:

4.3.1 Negotiate the conditions, or

4.3.2 Bidders who do not accept all the Special Conditions of Contract, or who qualify their bid with own conditions and do not withdraw them when requested, will be disqualified.'

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

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

4.5. 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.

4.6. 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 bidder and may further exercise any of the remedies available to it.

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

4.8. The department reserves the right to invite any bidder for a formal presentation during the evaluation. A bidder should be prepared to do so at a venue that is convenient to the LDoH. All costs involved in the presentation or demonstration shall be borne by the bidder.

4.9. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

4.10. Bidders must submit proof of Registration on Central Supplier Database (CSD) or provide **"MAAA"** number**.**

4.11. In case of Consortium or Joint Venture, the bidder must submit proof of registration on Central Supplier Database or provide **"MAAA"** number for the Consortium or Joint Venture**.**

4.12. In case of subcontracting arrangement, the bidder must submit proof of registration on Central Supplier Database or provide **"MAAA"** number for the sub-contractor.

5. BID AWARD AND CONTRACT CONDITIONS.

5.1. Bidders must submit their bids in line with the bid specification. Failure to comply shall invalidate the bid.

5.2. Bidders shall be notified about the decision of the Department by means of publication on the Departmental website and E-tender publication portal.

6. THE BID ALLOCATION STRATEGY

6.1. The department reserves the right to award or not to award the bid.

The bid will be awarded to the bidder that passes Phases 1 to 3 and scores the highest total points for price and specific goals, unless objective criteria justify an award to another bidder (section 2(1)(f) of the PPPFA).'

7. RISK MANAGEMENT

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

7.2. If the price of the highest-scoring bidder is not market-related, LDoH may negotiate a market-related price with that bidder. If this fails, LDoH may negotiate with the second highest and then the third-highest scoring bidder. If no market-related price is agreed, the bid will be cancelled.' The market research benchmark should be recorded in the evaluation report.

7.3. Underquoted prices shall be subjected to price justification

7.4. All prices charged must be inclusive of Value Added Tax

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

8. VALIDITY PERIOD OF THE BID

8.1. Bidders to take note that the bid shall be valid for the period of 365 days and the validity period may be extended if necessary.

8.2. Bidders must confirm any extension of the validity period in writing by the date stated in the request. Bidders that do not confirm will be regarded as having withdrawn their bids.'

9. RATE OF EXCHANGE (ROE) CLAIMS

9.1. 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.

9.2. Bidders must complete SBD 3.2 on the applicable portion of prices subject to rate of exchange variations.

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

The bid shall be evaluated in four **(4)** phases as follows

11.1. Mandatory requirements
11.2. Administrative compliance
11.3. Technical specification compliance.
11.4. Price and specific goals

11.1. PHASE 1: MANDATORY REQUIREMENTS

11.1.1. The bidders' eligibility will be tested against the following mandatory requirements failure which such will be disqualified and not be evaluated further:

TABLE 1: MANDATORY BIDDING REQUIREMENTS

FOL	**MANDATORY BIDDING REQUIREMENTS**	**BIDDER'S RESPONSE (Submitted / Not Submitted)**
11.1.1.1	Submission of a copy of valid license from South African Health Products Regulatory Authority **(SAHPRA)** as a manufacturer, distributor or wholesaler.	

FOL	MANDATORY BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Submitted / Not Submitted)
11.1.1.2	Proof that the offered device is listed with SAHPRA under the licence holder's establishment licence and, where the bidder is not the licence holder, a letter of authority from the licence holder/OEM authorising the bidder to supply and maintain the offered model in South Africa.'	
11.1.1.3	Attachment of the following documents for at least one technical personnel: • Comprehensive CV, and • OEM-issued service training certificate for the offered make and model, for at least one technician employed by or contracted to the bidder.	

11.2. PHASE 2: ADMINISTRATIVE COMPLIANCE

➢ The LDoH has prescribed minimum administrative requirements that must be met by all 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 complies.

11.2.1. Where the bidder fails to comply fully with any of the administrative bidding requirements under the bid or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right to:

- Rejects 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 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 provide the information required.
- The LDoH may waive any minor informality or non-conformity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.
- Verification of experience and other critical documentation may be done.

11.2.2. Bidders shall take note of the following guidelines:

- The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for evaluation. 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 or failure to attach or complete and/or sign any of the designated areas of the documents mentioned above. 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 added advantage to the bidder).

TABLE 2: ADMINISTRATIVE BIDDING REQUIREMENTS

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
11.2.1.1.	**Submission of the following standard bidding documents (fully completed and signed)**	
I.	**SBD 1:** Invitation to Bid	
II.	**SBD 3.2:** Non-firm price	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
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**	
11.2.1.2.	In case of Consortium or Joint Venture or Partnership (IF APPLICABLE) the following are required:	
I.	✓ Signed agreement between involved parties indicating the lead member;	
II.	✓ Consortium or Joint venture resolution authorizing a particular person to sign the bid documents on behalf of the consortium or joint venture	
11.2.1.3.	Submission of the manufacturer brochure of the unit to be supplied. The brochure must be written in English.	

11.3. PHASE 3 (THREE): TECHNICAL SPECIFICATION REQUIREMENTS

General Requirements of the Specifications (Refer to Annexure A, PARAGRAPH 14)

Bidders must indicate Comply / Not comply for every item in Annexure A and reference the brochure page that proves compliance. Failure to comply with any item marked MUST will result in disqualification. Items marked SHOULD are desirable and will not lead to disqualification. The justification column is for information only.'

11.3.1. Warranty

a) Bidders must supply a minimum of twenty-four (24) months' warranty against poor workmanship and latent defects and parts. This must be all inclusive and include, amongst others, labour, traveling and accommodation.

b) The successful bidder will be expected to provide comprehensive corrective and preventative maintenance during the warranty period.

11.3.2. Maintenance and service

a) Successful bidder should be able to attend to the equipment within an hour remotely and 8 hours on-site from the time of logging of the call by the department.

b) The cost of patient care incurred during equipment downtime of more than 24 hours will be billed on the account of the successful bidder.

c) The successful bidder must enter into a 60-month comprehensive maintenance contract, starting after the 24-month warranty, covering at least [2] preventive maintenance visits per year as per the OEM schedule, and all parts, labour and travel. The bidder must guarantee spare parts for at least 10 years from commissioning.

11.3.3. Training

a) The successful bidder will be responsible for training of all the relevant users in the operation of the unit.
b) Supply on-site training.
c) Provide follow up training when required at no additional cost during contract period.
d) Comprehensive user / operation and technical manuals to be supplied.
e) Training certificates and attendance registers must be provided upon completion.
f) The bidder to supply physical onsite technical and operational assistance for the first 10 cases done with the machine.

11.3.4. General

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

b) The successful bidder will be responsible for software updates at no additional cost during the maintenance period.

c) 'Delivery, installation and commissioning must be completed within 12 weeks of the purchase order.

d) Late delivery will attract a penalty of [0.5]% of the equipment price per week, up to 10%, in terms of GCC clause 22.'

'Payment for the equipment will be made within 30 days of receipt of a valid invoice and the signed acceptance certificate.

11.3.5. Power Supply

a) The power requirements are: 220-240VAC 50Hz System must come with at least 3-meter power cord and plug to fit in sockets connected to the hospitals UPS system. The bidder should supply also Interrupted Power Supply (UPS).

b) The bidder must certify that they are responsible, under the terms of the warranty and subsequent service contracts, to meet all costs for damage occurring because of any electrical variations.

11.3.6. COMPREHENSIVE PRICING SCHEDULE

EQUIPMENT DESCRIPTION: HEART LUNG MACHINE		**BID PRICE (R)**
Unit price: (Price including delivery and commissioning. NB: Bidder to itemize all components of the unit	**Heart lung machine**	**R**
Warranty	Year 1	**R0**
Warranty	Year 2	**R0**
Maintenance	Year 3	**R**
Maintenance	Year 4	**R**
Maintenance	Year 5	**R**
Maintenance	Year 6	**R**
Maintenance	Year 7	**R**
GRAND TOTAL		**R**

Bidder should list all other features/technology which the equipment comes with that are not mentioned in the technical specification if available.

11.3.7. ACCESSORIES

Bidder must provide all required accessories that are necessary to make the heart lung machine function effectively at no additional cost.

11.4. PHASE 4 (FOUR): EVALUATION ON PRICE AND SPECIFIC GOALS

11.4.1. Price evaluation requirements

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

b. To be eligible to claim preference points, bidders must complete **SBD 6.1** Preference points claim form in terms of the Preferential Procurement regulations 2022.

11.4.2. SPECIFIC GOALS ALLOCATION CRITERIA

Points for specific goals shall be awarded to a bidder in accordance with the table below:

SPECIFIC GOALS	PREFERENTIAL POINTS
	80/20
Women	10/20
Youth	10/20

11.4.3. REQUIREMENTS FOR ATTAINING SPECIFIC GOALS

To be eligible to claim preference points in terms of Preferential Procurement Policy 2022, bidders must submit or provide proof of the following documents:

a. **Women:** Bidders must submit proof of registration on Central Supplier Database (CSD) report or provide “MAAA” number.

b. **Youth:** Bidders must submit proof of registration on Central Supplier Database (CSD) report or provide “MAAA” number.

12. BRIEFING SESSION / SITE VISIT

12.1. There will be no site visit for this bid.

13. ANNEXURE A: DETAILED TECHNICAL SPECIFICATIONS

HEART LUNG MACHINE

FOL	DESCRIPTION	COMPLY/ NOT COMPLY	JUSTIFICATION FOR NON-COMPLIANCE
13.1.	Must be able to handle blood flow ranging from 0.1 to 8 L/min or more		
13.2.	Must be supplied with 4 single roller pump modules plus 1 double (or 2 single) cardioplegia pump modules; the console must accommodate at least 5 modules.'		
13.3.	All 5 pumps must be able to run together on system without causing artefacts on other theatre equipment and monitors.		
13.4.	Should allow the addition of more modules, features and accessories that become available in the future.		
13.5.	'Must provide real-time DO2, VO2 and VCO2 monitoring, either integrated or through a compatible monitor supplied with the machine.'		
13.6.	The technology must support a proactive clinical risk assessment for acute kidney injury to allow individual patient care strategy.		
13.7.	Manual Control buttons for each roller pump to have digital display with flow speed in LPM and RPM indication and pump allocation in text and colour coding clearly visible.		
13.8.	Must come with at least 4 single roller pump modules which can take 3/16; ¼; 3/8; ½ inched tubing with a single universal tube holder/bobbin to hold all tube sizes in place.		
13.9.	Must come with 1 double roller pump module or 2 single small roller pump modules for cardioplegia delivery which can take 3/16 and ¼ inched tubing. Roller pumps must function separately on pump screen. Must have master/slave feature		
13.10.	'Each roller pump must be interchangeable by the user without tools. Bidder to state the changeover time (for information only).'		
13.11.	Easily mountable/removable pump module, integrated to system, with side arm and mast system able to extend closer to theatre table.		
13.12.	Adjustable stainless steel vertical masts, minimum x2 with horizontal mast, with three fluid administration hooks, including applicable set for adjusting masts.		
13.13.	Display panel/ full colour control monitor must be mountable on the telescope mast system or any part of the console, (able to rotate side to side) including		

	timers, cardioplegia administration totals, temperatures and pressure measuring display. Panel must be able to be replaced without affecting machine function.		
13.14.	Minimum three Pressure modules with cables, transducer holders and transducers.		
13.15.	Temperature minimum two modules with standardized fittings.		
13.16.	Monitor must display the following parameters: - display timers - Cross (x) - clamp, CPB, Cardioplegia and circulatory arrest timers - Clock - display pressures - display volume counters in LPM and speed in RPM - display alarms - display body surface area - display temperatures - display level sensor - display cardiac index - Non-invasive Oxygen saturation - Non-invasive Hb/HCT - Flow direction of each module - cardioplegia ratios		
13.17.	Electronic arterial and Venous occlude system automated to work with any pump module being provided. It must be able to deliver automatic initiation and weaning of bypass as well as retrograde arterial priming. They must be able to be overridden if need arises.		
13.18.	System collecting and managing data during cardiopulmonary bypass, data capturing to minimize paper trail, programmable to unit standard, with cover or fluid resistant screen, battery backup for saving data in power failure. The battery backup must be integrated.		
13.19.	Applications for Checklists and compliance must be available for enhanced patient safety.		
13.20.	Must store data for at least last 50 cases.		
13.21.	Electronic ventilation system managing oxygen and medical air flow to the cardiopulmonary bypass system, including all hosing of 3m each and connectors.		
13.22.	Electronic O2 gas blender/analyser, able to manage low flows from 10ml/min (infant/neonate) up to 10L/min (adult). Air, O2 and FiO2 must be individually set.		

13.23.	Provide real-time monitoring of the following gas-ventilation parameters: • Incoming Supply Pressures of Air, O2, CO2, & Vacuum Channels • O2 and CO2 Gas Concentrations & Pressures to the Oxygenator • Overall Gas Flow to the oxygenator (SWEEP)		
13.24.	Anaesthetic vaporizer sevoflurane, with mountable vertical back bar to fit onto mast system if applicable, including all connections. If Not applicable, explain how the vaporizer shall be placed and how the sevoflurane will be delivered to the patient via the HLM.		
13.25.	Air bubble detector module and cable, audible and visual alarms, adjustable, as part of safety measures. Must include all tubing size detectors.		
13.26.	Level sensor module, holder, probe and cable (with back-up probe x1) per heart lung unit, as part of safety measures.		
13.27.	Hand cranks (4 piece) emergency usage, as part of safety measures. In the event of a power failure the machine shall have battery back-up to provide power for at least 3 hours with at least 3/5 pumps running.		
13.28.	Auxiliary power ports should be available on the console to power auxiliary devices i.e. blood gas monitoring etc., universal.		
13.29.	Transducer fittings, cables and accessories for machine specific transducers.		
13.30.	Rotatable roller pump heads. Must be able to individually be placed anywhere on the console.		
13.31.	LED lamp, water resistant, adjustable arm, Console lamp x 1: a flexible halogen lamp with voltage of 24VDC on a long neck mounting, enabling visibility of the oxygenator.		
13.32.	The machine must be able to operate in theatre conditions safely.		
13.33.	The power requirements are: 220-240VAC 50Hz System must come with at least 3-meter power cord and plug to fit in sockets connected to the hospitals UPS system.		
13.34.	Must be able to function in conjunction with the inline monitoring system. Not applicable if technology already has a non-invasive system integrated.		
13.35.	All the individual roller pumps must have the capability of adjusting tubing occlusion with audible feedback clicks/beeps/sounds for precision adjustment or indicate it on the display screen.		

13.36.	Designated, primary arterial roller pump must have servo-regulation abilities for maintaining constant flow or positive/negative pressure set-point, (i.e. must be able to slow down when safety devices such as level sensor and pressure limits are encountered and then re-establish normal flows.)		
13.37.	All roller pumps must have at least five alarm responses (audio and visual) to a safety alert / alarm, i.e. stop, pause, reduce speed, message only, and no response (servo-regulated).		
13.38.	Must have each of these safety devices: • Level control, • 'Bubble detection must operate on all tubing sizes used on the machine (3/16 to 1/2 inch). • Safety mechanisms for pressure and temperature (temperature measurement range: 0-41 degrees Celsius)		
13.39.	Alarms and safety devices must be quick and easy to override and turn back on without continuous alarming after being overridden.		
13.40.	A surface tray integrated or mountable, to use during bypass procedures. To be used for placing drugs, syringes and other items required within easy reach during bypass.		
13.41.	Must be able to accommodate Centrifugal pump console if needed. A compatible centrifugal pump must be available if required for the duration of the lifespan of the machine. Please indicate if centrifugal pump is available.		

14. 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 0700	Mr. Musa Z.A.A 015 287 5434 Musa.abideen@dhsd.limpopo.gov.za Ms. Nthabalala M.D (072) 554 6151	Mr Sekome T (015) 293 6581 Ms Motene NM (015) 293 6350