PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	**SCMU3-20/21-0108-FRE**	**CLOSING DATE:**	**04 SEPTEMBER 2020**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**SUPPLY AND DELIVERY OF RENAL FLUIDS, CONSUMABLES, ACCESSORIES/KITS AND PLACEMENT OF CRRT MACHINE WITH PERIPHERALS TO FRERE, LIVINGSTONE, NMAH AND OTHER INSTITUTIONS WITH SIMILAR NEEDS, IN THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD THIRTY SIX (36) MONTHS**				
NB: DUE TO COVID19 PANDEMIC, THERE IS NO BRIEFING SESSION. ENQUIRES MAY BE MADE VIA EMAIL AS STATED FURTHER BELOW. ENQUIRIES WILL ONLY BE DEALT WITH UNTIL 28/08/2020.					
BID SUBMISSION	**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** Y- Administration Block Bids & Contracts Section Connaught & Amalinda Main Road East London				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. K. Seyisi**	CONTACT PERSON	**Ms. K. Seyisi**
TELEPHONE NUMBER	**0437092583**	TELEPHONE NUMBER	**0437092583**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	Khanyisa.Seyisi@echealth.gov.za	E-MAIL ADDRESS	Khanyisa.Seyisi@echealth.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONAIRE 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			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

Table of contents

DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – *General Conditions of Contract*
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1
Conditions of the Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for a full background and introductory information relating to the required supplies and this invitation to bid.

The Department intends to engage suitably qualified service providers/suppliers for the supply and delivery of Renal fluids, consumables and accessories.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING

5.1 There will be no briefing Session for this Bid due to COVID 19 regulations, bidders must send email with the query to the email address provided above.

6. **CENTRAL SUPPLIER DATABASE REGISTRATION**

6.1 Bidders **must** submit valid proof of registration with the National Treasury central supplier database.

6.2 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

7. PRICING

7.1 The bidder must submit details regarding the bid price for the supplies on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.

7.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**

7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule B.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (ECBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

9. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

11. CONSORTIUM/JOINT VENTURE

11.1 It is recognized that bidders may wish to form consortia to provide the supplies.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

11.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid**. Otherwise, the bid will be disqualified.

12. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required SUPPLY at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the supplies are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5-Schedule J. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability**.**
Page | 7Part 5 – Schedule K contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

15 VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. ACCEPTANCE OF BIDS

The ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

17. NO RIGHTS OR CLAIMS

17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Supplies or in respect of or against the State, the Eastern Cape Provincial Government or the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Supplies or combination of Supplies from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Supplies as a result of their participation in the bid process.

17.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Supplies or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

18.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

18.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the supplies.

19. ACCURACY OF INFORMATION

19.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

19.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

20. COMPETITION

20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.

20.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21. RESERVATION OF RIGHTS

21.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-

21.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

21.3 Amend the biding process, including the timetables, closing date and any other date at its sole discretion;

21.4 Reject all responses submitted by bidders and to embark on a new bid process.

21.5 Award the bid to more than one bidder.

21.6 Request a sample from the recommended supplier/s.

22. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

22.1 The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past SUPPLY chain management practices is attached as Part 5 – Schedule D

23. EVALUATION CRITERIA

The bid shall be evaluated in three stages which are as follows:

- **Stage 1**: Administrative Compliance
- **Stage 2**: Compliance to specification
- **Stage 3**: Price and B-BBEE Points

23.1 Stage 1: Administrative Compliance

23.1.1 ECDOH has defined criteria that must be met by the Bidder in order for ECDoH to accept a bid for evaluation. In this regard administrative compliance verification; will be carried out by ECDoH in order to determine whether a bid complies in this regard.

23.1.2 Where the Bidder's bid fails to comply fully with any of the administrative compliance criteria, or ECDoH is for any reason unable to verify whether the administrative criteria are fully complied with, ECDoH will have the right to:

- give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the administrative criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDoH may determine, of it being requested by ECDoH and is administrative in nature, as opposed to forming a material part of the bidder's bid.
- in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

23.1.3. The following administrative compliance criteria shall apply:

i. The bid documentation must be completed comprehensively and correctly.
ii. Declaration forms (SBD 4, 8, 9) must be signed.
iii. Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
iv. Bidders must have provided supporting documentation as per the bid requirements.
v. Bidders must be registered on the Central Supplier Database (CSD), according to National Treasury SCM Instruction No 4A of 2016/2017.

23.1.4. Stage 1: Administrative Compliance

Prospective bidders are required to submit the following documentation**:**

#	***Requirement***	**Complied**	
		YES	**NO**
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
H	JV agreement (if applicable)		
I	Attach proof if distribution Agency (Must be in the letterhead and signed by Main Manufacturer) [**if applicable**]		

23.2 STAGE 2: 100% Compliance with the Specification Required

NB: FAILURE TO COMPLY WITH THE SPECIFICATION SHALL RESULT TO DISQUALIFICATION AND SHALL NOT PROCEED TO PRICE & BBBEE EVALUATION.

23.2.1 Compliance with the Specification as summarized below:

Livingstone Hospital Renal Unit Hemodialysis consumables required per year

Description/Requirement	Comply	Not Comply	For Office Use Only
Dialysis solution equivalent to BBraun SW127 (Calcium 1.25, glucose 1g/L, K 2.0mmol)			
Dialysis solution equivalent to BBraun SW139 (Calcium 175, glucose 1g/L, K 2.0mmol)			
Dialysis solution equivalent to BBraun SW380 (Calcium 1.50, glucose 1g/L, K 2.0mmol)			
Dialysis solution: Alkaline Bicarbonate Concentrate 8.4% (BIC 8.4%)			
Dialysis powder bicarb equivalent to Braun Solcart B			
Dialyzers 1.4 m^2 to 2.1m^2			
AV Lines – Equivalent to Fresenius 4008S machines			
AV Lines - Equivalent to B Braun Dialog machines			
Acute dialysis catheters – Straight 2 Lumen: 12F, 20-25cm 3 Lumen: 11.5-14F, 24-25cm			
Acute dialysis catheters – Curved 12-14F, 15-16cm			
Permanent tunnelled catheters - 24cm, 28cm, 32cm			
DF Filters to fit B Braun Dialog+ - equivalent to Diacap Ultra			
DF Filters to fit Fresenius 4008s – Equivalent to Diasafe Plus			
Citric Acid – 5 or 6 L			
Prismaflex Consumables – including 1 set and average fluids used for 48hrs per pt			
Multifiltrate Consumables for Plasma Exchange – All consumables required for 1 treatment			

PLACEMENT OF CRRT MACHINE FOR: FRERE, LIVINGSTONE, MTATA & OTHER INSTITUTIONS

This specification establishes the requirements for the provision of continuous renal replacement therapy (CRRT) through the placement and maintenance of a CRRT machine as well as supply and delivery of consumables for continuous renal replacement therapy

Department: Renal Unit.

Description	Comply	Not Comply	Office Use
The unit shall be able to perform the following therapies: • Slow Continuous Ultrafiltration (SCUF) • Continuous Veno-Venous Haemofiltration (CVVH) • Continuous Veno-Venous Haemodialysis (CVVHD) • Continuous Veno-Venous Haemodiafiltration (CVVHDF) • Haemoperfusion • Plasmapheresis			
OPERATIONAL CHARACTERISTICS			
The unit shall have a user friendly communications interface screen.			
All therapy parameters and information shall be displayed on the screen.			
All alarm conditions shall be audible and visually displayed.			
Remedy or guided remedy for alarm conditions shall be displayed on screen.			
Software shall be user friendly and easily negotiated by users.			
The screen shall be splash proof.			
The machine shall be able to retain data for at least 15 minutes in case of a power failure via back-up battery.			
State whether the machine is able to switch between the different dialysis procedures without changing the disposables. This will be preferable.			
The unit must incorporate a built-in dose controlled heparin infusion pump capable of continuously variable infusion rates, using standard disposable syringes. Bidders to state size and availability of syringe required.			

State if the machine is capable of automated calcium-citrate regional anticoagulation. This will be preferable.			
Weighing System: The unit shall be volumetric controlled and include a weighing system to ensure a volumetric balance loop-back control to the speed of the ultrafiltration pump. The weighing system shall be able to handle weights of at least 10 kilograms. The accuracy of the weighing system shall be ± 30g (balance) and cyclical test during therapy. Alarm protection shall be audible and visual. Machine shall automatically go into "bypass" (stop balancing system) in alarm conditions related to the weighing system. It shall not be possible to silence the alarm interval for more than 60 seconds. **Blood Pump:** The Blood pump shall be a roller pump (with backup manual operation) and digitally display flow. Blood flow range shall be at least: 50 – 300 ml/min. **Arterial Pressure:** Arterial pressure shall be electronically measured by means of a pressure transducer and digitally displayed on screen Measurement range shall be approximately: -400 to ±600 mmHg. Alarm limits shall be approximately -250 to +100 mmHg Acoustic alarm silence shall not be longer than 60 seconds. **Pre-Filter Pressure:** Machine shall be able to measure pre-filter entry pressure in order to assist the user to extend the life of the filter through timeous warning of build-up in filter. The pressure shall be electronically measured by means of a pressure transducer and digitally displayed on the screen. The measurement range shall be approximately: -400 to ±600 mmHg. Alarm limits must be adjustable 0 to ± 400 mmHg. Adjustable range for Haemofiltration Therapies approximately: 0 to ±600 mmHg. Acoustic alarm silence interval not greater than 60 seconds. **Venous Pressure Monitor:** Must be electronically measured by means of a pressure transducer and digitally displayed on the screen. Measuring range shall be approximately: -400 to ±600 mmHg. Acoustic alarm silence interval shall not exceed 60 seconds. **Safety Air Detector:** The Safety Air Detector must be an ultrasonic detector. It must automatically do cyclical checks during therapy. It must be able to detect the presence of micro-bubbles as well as micro-foam during therapy, or if the blood level drops below the sensor in the tubing. The placement of the Safety Air Detector is such that it will prevent false alarms caused by the turbulence in the venous chamber. State the alarm sensitivity. The safety clamp must form part of the unit to close the re-infusion blood line to the patient in case of alarm caused by the Safety Air			

detector or in all “Blood pump stop” conditions. **Fluid Circuit (Air Detector)** State if unit has an air detection system in the substitution/dialysate solution flow path or another type of system in place to warn for “empty bag” conditions State the system used. In alarm conditions the unit must go automatically into “Bypass” mode and Substitution and Ultrafiltration pumps must “Stop”. Alarms must be both audible and visual. Acoustic alarm silence interval shall not exceed 60 seconds. **Substitution/Dialysate Pump:** Shall be a 2 roller (or more) peristaltic pump flow rate must be digitally displayed on screen. The pump shall automatically calibrate in preparation phase. Flow range: Continuous Therapy: Approximate minimal flow range of 0 to 6000 ml/hr (CVVH) Approximate minimal flow range of 0 to 12 000 ml/hr (CVVHD, CVVHDF) **Filter Inlet Pressure:** This pressure shall monitor for any obstruction in the dialysate flow into the filter. Must be electronically measured by means of a pressure transducer and digitally displayed. Acoustic alarm silence interval shall not exceed 60 seconds. **Warmer:** The unit shall include a warming system to prevent hypothermia in patients. Please state if it is a blood or dialysate warmer. State the adjustable temperature range Please state the temperature alarm limits and duration of condition required prior to alarm activation. (Example: alarm will activate after 10 seconds at 41degC or 1 sec at 45deg C). Warmer shall automatically switch-off in high temperature alarm conditions, but allow therapy to continue. Alarms to be both audible and visually displayed on the screen. Acoustic alarm silence interval shall not exceed 60 seconds. **Blood Leak Detector**: A photometric red sensitive blood leak detector will form part of the filter outlet system of the unit. State sensitivity. Unit shall automatically perform zero calibration before every therapy session. Thereafter cyclical self-testing during therapy. Acoustic alarm silence not longer than 60 seconds. **Filter Outlet Pressure:** The unit shall incorporate a detection system in the ultrafiltration circuit in order to prevent obstruction of the ultrafiltration circuit and or full waste bag, thus preventing possible spillage and environment contamination. State the system used. Acoustic alarm silence interval shall not exceed 60 seconds. **Ultrafiltration Pump:** Must be a two or more roller Peristaltic pump and flow rate digitally displayed on screen. Exact pump speed must be regulated: Please			

state means whereby this is achieved and how verification thereof by alternative means is done. (Example: Volumetric balancing with electronic weighing verification). Automatic pump calibration in “Preparation“ or priming program. State UF flow ranges for: • Continuous Therapy and Intermittent Therapy Example: 0 to 2000ml/hr; 0,5 to 1000 ml/hr (SCUF). • Plasma therapy Example: -200 to +500 ml/hr. **Training on system** Bidders are to ensure that adequate training on the system will be done for all renal and ICU staff (i.e. to cover all staff shifts; total approximately 80 staff) and thereafter, as required. Trainers are to set up and provide a competency checklist which will be used to ensure staff members are competent to perform the therapy and have been trained in all required skills. **Uninterrupted power supply** An internal battery shall be included in the offer, to enable the machine to operate for at least 30 minutes after power failure, and also to protect the integrity of the disposables during power fluctuations and failure. **OPTIONS** All available optional extras are to be listed. Bidders are to state the current cost of all disposables required (Example line set, dialyser set, bags and syringes etc.) **CRRT** • Filter and blood line set/cartridge. State sizes available: ○ _____ ○ _____ ○ _____ • 5L dialysate fluid bags: ○ 2mmol/L Potassium:_____ ○ 4mmol/L Potassium:_____ • Effluent bags, please state price and capacity in litres: ○ _____ • Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Any other consumables required: ○ _____ ○ _____ ○ _____ ○ _____ **Plasmapheresis** • Plasmafilter and blood line set/cartridge: ○ _____ ○ _____			

• Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Effluent bags, please state capacity in litres: ○ _____ • Other consumables required ○ _____ ○ _____ ○ _____ ○ _____ **TOTAL COST OF OWNERSHIP** The Bidder must indicate the life expectancy of their offered system and software and provide all necessary software upgrades at their expense and timeously including disposal cost at end of life of the machine			
GENERAL TECHNICAL AND SAFETY SPECIFICATIONS			
The Bidder shall specify the number of their factory-trained technicians as well as other support staff and their qualifications who will be responsible for local technical support as well as their names and contact details.			
Descriptive literature, pamphlets brochures as well as user manual (if available) must be attached to the bid document.			
Tenderer must provide CE compliance documentation or ISO 9000 certificate.			
Quoted equipment must be CE or SABS certified. Attach a copy of certification.			
The mains cable of the unit being quoted for must be the hospital grade type and it must be the minimum length of three (3) meters. **NB the mains cable of the unit tendered for must be SABS colour coded.**			
Where the equipment quoted for operates off 220 Volt, 50Hz ac supply, bidders must ensure that the product quoted for is fitted with a 15 Amp SABS approved mains plug top, which is held together by two screws.			
The bidder must be prepared to **provide a unit for technical evaluation and clinical assessment** on request, at short notice i.e. ten working days.			
The bidder must state whether the technology will change in the near future. 1 – 6 months, 6 – 12 months, 12 – 24 months, 24 – 48 months.			
Any functional software upgrades should be provided free of charge and timeously.			
The equipment quoted for must be the latest model and the bidder must state the date of initial manufacture of the model range offered.			
Bidders must state the lifespan of the equipment.			
Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.			
The bidder must supply a reference of machines currently in government or non-government institutions.			

The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted. A starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation.			
Optional accessories must be **quoted for separately** on the quotation schedule.			
No part shall be second hand or refurbished.			
Quoted consumables price must include delivery, installation and commissioning of placed equipment as well as training required. Acceptance of the equipment will only take place after commissioning of the equipment.			
In the case of malfunction, failure to provide a service within 24 hrs including weekends, will result in emergency cases (hospital managers discretion) being outsourced at the expense of the successful bidder - compliance to this specification is not negotiable and non-compliance will lead to immediate disqualification of the bidder - if fault cannot be repaired a loan unit must be supplied immediately.			
The successful bidder must arrange with the respective hospital / institution and the Health Technology Services – Clinical Engineering before commissioning the equipment at the respective hospital / institution.			
The successful bidder must arrange for an acceptance test of the equipment. A completed certified copy of this specification must be submitted with the equipment when the acceptance test(s) is to be undertaken. A copy of the acceptance test must be forwarded to the Health technology unit of the particular institution.			
The recommended number of services per annum must be included for the duration of placement, and all costs related to the provisions of such service/s will be for the bidder's account. The bidder must state the number of services that will be provided during and up to the end of the placement period.			
Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment.			
Response time for service / repair must be within 24 hours.			
Supply the name, address, and telephone number/s of the service department.			
Technician(s) must be qualified and factory equivalent trained to deal with the service, repair and calibration of the equipment quoted on. NB proof of factory (or equivalent) training must be submitted with this bid/quotation offer.			
State if the technicians are in the direct employ of the bidder.			
If the equipment is taken away for repairs during the guarantee period, a loan set must be supplied for use by the institution for the duration of the repairs.			
The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis			
Up-time is defined as follows: 24/7: i.e. 365days x 24 hours = 8760 hours.			

A down time of 2% relates to 175 hours per annum.			
The department will not take any responsibility for electrical power surge damage as the unit must have built in or external surge suppression and protection.			
USER AND TECHNICAL TRAINING			
The successful bidder must provide user training in the operation of the unit at no extra cost to the final bid price to this department. Bidders must detail the training that would be offered and indicate who would offer the training.			
All maintenance will be included in the disposable cost and all repairs and maintenance, excluding negligence, will be for the account of the contractor.			
Manuals will be treated as confidential and for the sole use on equipment owned by hospitals in the Eastern Cape Region			
The operator's manual should contain a table of contents and an index, a description of the device's clinical applications, a set of clear operating instructions (functions and proper use of equipment), a description of all of the unit's controls, and technical data.			
The manual should contain any warnings necessary to ensure operator safety.			
The operator's manual should list all recommended ancillary supplies needed by the operator.			

CRRT CONSUMABLES/ACCESSORIES SUPPLY: FRERE, LIVINGSTONE, MTATA & OTHER INSTITUTIONS

This specification establishes the requirements for the provision of continuous renal replacement therapy consumables/accessories (CRRT)
Department: Renal Unit.

Description	Comply	Not Comply	Office Use
CRRT • Filter and blood line set/cartridge. State sizes available: ○ _____ ○ _____ ○ _____ • 5L dialysate fluid bags: ○ 2mmol/L Potassium:_____ ○ 4mmol/L Potassium:_____ • Effluent bags, please state price and capacity in litres: ○ _____ • Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Any other consumables required: ○ _____ ○ _____ ○ _____ ○ _____ **Plasmapheresis** • Plasmafilter and blood line set/cartridge: ○ _____ ○ _____ • Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Effluent bags, please state capacity in litres: ○ _____ • Other consumables required ○ _____ ○ _____ ○ _____ ○ _____			

Livingstone Hospital: Acute Dialysis Line Insertion Kit Specs

Description/Requirements	Comply	Not Comply	For Office Use Only
Livingstone Hospital: Acute Dialysis Line Insertion Kit Specs • Catheter assembly: Non-Cuffed polyurethane haemodialysis lines • Dialysis catheters should be available in the following sizes and designs: **Straight:** 2 lumen – 12F, 20 - 25cm 3 lumen – 11.5F-14F, 24-25cm **Pre-curved; pre-extension:** 2 lumen – 12-14F, 15-16cm Kits should include at a minimum: • Guidewire with J-shape one end and soft straight end on other • Tissue dilators (1 or two depending on line size) • 18Ga introducer needle • #11 Scalpel • Suture wing on catheter • Extension set ports colour-coded with quality pinch-clamps • Drape • 5ml Syringe that allows through-the-syringe guidewire insertion – the guidewire must slide through the syringe easily on the first attempt. • Injection site caps X 2minimum • State any other items that may be included Only recommended bidder/s will be required to submit samples for evaluation by the Renal Unit and ICU. All consumables required for use of the machine are to be available for order from the supplier. Please state prices of each item below. This is not necessarily a comprehensive list, please add the consumables where required:			

Livingstone Hospital: Cuffed Tunneled Dialysis Line Insertion Kit Specs

Description/Requirement	Comply	Not Comply	Office Use Only
• Catheter assembly: Cuffed Dialysis Line, to include various sizes equivalent to approximately 23, 28 and 32cm tip to cuff lengths • Should allow 'over-the-wire' insertion and use ante-grade insertion technique • Line should be approximately 15-15.5French Kit should include at a minimum: • Catheter as above – sterile • Latex and DEHP free • Radio-opaque • Peel-away access sheath with seal to prevent blood loss and air entry • 2 X Tissue dilators: 12Fr and 14 Fr • Guidewire with J-tip on one side • Tunneller and tunneling sheath • 18Ga introducer needle • 2 catheter end-caps • Silicone extension set with colour-coded durable pinch-clamps • Repair kit should be available for catheter • Adhesive dressing • #11 Scalpel • State any other items that may be included All bidders must supply a sample for evaluation by the renal unit.			

Livingstone and Frere Hospital Specification:
Powdered Sodium Bicarbonate Cartridge for Haemodialysis

(Equivalent to Braun Solcart B)

	Description/Requirements	Comply		Office Use Only
		YES	NO	
1	Powdered Sodium Bicarbonate Cartridge for use during haemodialysis treatment on **B.Braun Dialog+ machine**			
2	Must contain enough product to complete a conventional 4 hour long hemodialysis treatment (State size)			
4	Must be fully compatible with Braun Dialog+ haemodialysis machine			
5	Shelf-life > 18 months			
6	Sample to be supplied with tender application			
7	Product package insert to be supplied with application			
8	Sturdy container (Specify type of container)			

Livingstone and Frere Hospital Specification:
Hemodialysis Alkaline Bicarbonate Concentrate 8.4%

	Description/Requirements	Comply		Office Use Only
		YES	NO	
1	Acidic Bicarbonate Concentrate for use during hemodialysis treatment			
2	Must contain enough concentrate to complete a conventional 4 hour long hemodialysis treatment (State size and mixing ratio)			
3	Registered in South Africa			
4	Required composition of the concentrate solution per 1000ml:			
	Sodium bicarbonate 84g And either: Sodium edetate 0.05g OR Disodium edetate 100mg If product does not match but is equivalent to the above, please state composition below: _____ _____ _____			
5	Shelf-life > 18 months			

6	Sample to be supplied with tender application			
7	Product package insert to be supplied with application			
8	Sturdy container (Specify type of container)			
9	Easily distinguish between Acidic and Alkaline containers (State difference)			
10	Cap/lid must be secure to prevent spillage but can be easily opened when needed			
11	Specify if special tools are required for ease of opening and if these are provided with order			

Livingstone Haemodialysis acid concentrate

(Calcium 1.50mmol/L, Glucose 1g/L, K 2mmol/L)

	SPECIFICATIONS **The above must have/consist of the following (Measurements are approx.)**	**Comply – Yes/No**		**Office Use Only**
		YES	**NO**	
1	Acidic Bicarbonate Concentrate for use during haemodialysis treatment			
2	Must contain enough concentrate to complete a conventional 4 hour long hemodialysis treatment (State size and mixing ratio)			
3	Registered in South Africa			
4	Required composition of concentrate solution per 1000ml: Sodium chloride 210,68 g Potassium chloride 5,22 g Calcium chloride dihydrate 7,72 g Magnesium chloride hexahydrate 3,56 g Glacial acetic acid 6,31 g Glucose monohydrate 38,50 g Add 1000ml: Purified water			
5	After mixing by dialysis machine, concentrate must produce dialysate as follows: • Na+ 138 mmol/L • Ca++ 1.5 mmol/L • K+ 2 mmol/L • Mg++ 0.5 mmol/L • Cl 109 mmol/L • HCO-3 32 mmol/L • CH3COO- 3 mmol/L • Glucose 1 g/L			
6	Shelf-life > 18 months			
7	Sample to be supplied with tender application			
8	Product package insert to be supplied with application			

9	Sturdy container (Specify type of container)			
10	Easily distinguish between Acidic and Alkaline containers (State difference)			
11	Cap/lid must be secure to prevent spillage but can be easily opened when needed			
12	Specify if special tools are required for ease of opening and if these are provided with order			

Livingstone Haemodialysis acid concentrate
(Calcium 1.25mmol/L, Glucose 1g/L, K 2mmol/L)

	SPECIFICATIONS **The above must have/consist of the following (Measurements are approx.)**	**Comply – Yes/No**		**Office Use Only**
		YES	**NO**	
1	Acidic Bicarbonate Concentrate for use during haemodialysis treatment			
2	Must contain enough concentrate to complete a conventional 4 hour long hemodialysis treatment (State size and mixing ratio)			
3	Registered in South Africa			
4	Required composition of the concentrate solution per 1000ml: Sodium chloride 210,68 g Potassium chloride 5,22 g Calcium chloride dihydrate 6.4 g Magnesium chloride hexahydrate 3,56 g Glacial acetic acid 6,31 g Glucose monohydrate 38,50 g Ad 1000ml: Purified water			
5	After mixing by dialysis machine, concentrate must produce dialysate as follows: • Na+ 138 mmol/L • Ca++ 1.25 mmol/L • K+ 2 mmol/L • Mg++ 0.5 mmol/L • Cl 109 mmol/L • HCO-3 32 mmol/L • CH3COO- 3 mmol/L • Glucose 1 g/L			
6	Shelf-life > 18 months			
7	Sample to be supplied with tender application			
8	Product package insert to be supplied with application			
9	Sturdy container (Specify type of container)			
10	Easily distinguish between Acidic and Alkaline			

	containers (State difference)			
11	Cap/lid must be secure to prevent spillage but can be easily opened when needed			
12	Specify if special tools are required for ease of opening and if these are provided with order			

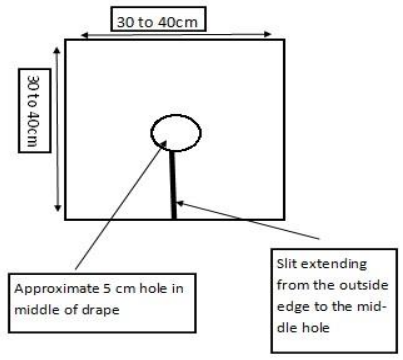
Livingstone and Frere Haemodialysis acid concentrate

(Calcium 1.75mmol/L, Glucose 1g/L, K 2mmol/L)

	SPECIFICATIONS **The above must have/consist of the following (Measurements are approx.)**	**Comply**		**Office Use Only**
		YES	**NO**	
1	Acidic Bicarbonate Concentrate for use during haemodialysis treatment			
2	Must contain enough concentrate to complete a conventional 4 hour long hemodialysis treatment (State size and mixing ratio)			
3	Registered in South Africa			
4	Required composition of the concentrate solution per 1000ml: Sodium chloride 210,68 g Potassium chloride 5,22 g Calcium chloride dihydrate 9 g Magnesium chloride hexahydrate 3,56 g Glacial acetic acid 6,31 g Glucose monohydrate 38,50 g Ad 1000ml: Purified water			
5	After mixing by dialysis machine, concentrate must produce dialysate as follows: • Na+ 138 mmol/L • Ca++ 1.75 mmol/L • K+ 2 mmol/L • Mg++ 0.5 mmol/L • Cl 109 mmol/L • HCO-3 32 mmol/L • CH3COO- 3 mmol/L • Glucose 1 g/L			
6	Shelf-life > 18 months			
7	Sample to be supplied with tender application			
8	Product package insert to be supplied with application			
9	Sturdy container (Specify type of container)			
10	Easily distinguish between Acidic and Alkaline containers (State difference)			
11	Cap/lid must be secure to prevent spillage but can be			

	easily opened when needed			
12	Specify if special tools are required for ease of opening and if these are provided with order			

Livingstone dressing pack

	SPECIFICATIONS The above must have/consist of the following	Comply Y /N	Office Use Only
1	Packed in a clear plastic container with all of the below wrapped in a sterile waterproof drape 50cm X 50cm		
2	One Disposable red bag:		
	approx. 33cm x 38cm		
3	Two X 2-ply hand towels		
4	One sterile 30-40cm x 30-40cm waterproof drape with partial +- 12-15cm slit from the side which extends to the middle hole. The drape must have a 5cm size hole/opening in middle. This drape must be of a soft & flexible material		
			
5	Two separate pairs of sterile gloves that are easily separable: Size Medium		
6	8 X Raytex gauze swabs:		
	75mm x 75mm		
7	6 X Gauze balls		
8	2 X Disposable gallipot 5 X 5cm, these may form part of the tray/container		
9	The entire pack should preferably be wrapped in a sterile peel-away packet		
10	Two samples must be submitted with the bidding documents.		

Livingstone: Specification for High Flux Renal Dialyzers:

Specifications	Compliance		Office Use Only
	Yes	*No*	
1. General:			
1.1 Dialyzers are needed for patient with renal failure who require dialysis.			
1.2 Dialyzers must comply with the following specification that can perform to the extent of the following: • Kt/V of 1,2 – 1,6 • Urea reduction rate of ± 80% (Patient weighing between 60 – 100 kg). • Dialyzers to be steam or gamma-ray sterilised			
1.3 Dialyzers must conform to the following: 1.3.1 The membrane can consists of the following type: ▪ Polysulfone or polynephron Supplier can supply dialysers within surface Area Range– m^2 1.4 - 1.6 1.7 – 2.1			
1.4 The dialyzer must come with one cap per port.			
2. Performance			
▪ Urea : 190ml to 300 ml at a 200 ml pump speed over a 4 hour period.			
▪ Creatine : 180ml to 280ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Phosphate : 175ml to 260 ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Vitamin B12 : 135ml to 210 ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Blood Volume – preferably ≤120ml.			

Specification for Citric Acid 50%

	SPECIFICATIONS The above must have/consist of the following	COMMENTS	Comply Y /N
1	General description: Citric Acid is the chemical solution used to disinfect and decalcify the inside of haemodialysis machines between patient treatments.		
2	Size: 5L or 6L (state size)		
3	Cap/lid must be secure to prevent spillage, but easy to open container when needed If special tools are required for ease of opening, these must be provided		
4	Compatible with both Fresenius 4008s as well as B.Braun Dialog+ dialysis machines		
5	Study container		
6	Container must be easily identifiable as disinfectant (state)		
7	Sturdy container		
8	Shelf life minimum 24 months		
9	A sample must be submitted with the bidding documents.		

SPECIFICATION FOR Fresenius 4008: Dialysis Fluid Filter

	SPECIFICATIONS The above must have/consist of the following	COMMENTS	Comply Y /N
1	General description: The Dialysis Fluid filter is a bacterial and pyrogen filter used to produce highly pure dialysis fluid used during haemodialysis.		
2	Filter must be sterile. Please state method of sterilization		
3	Filter must be compatible with the Fresenius 4008 haemodialysis machine		
4	Machine disinfection between patients uses heated Citric Acid 50%, filter must be compatible with this disinfectant and method		
5	State working life (minimum acceptable is 100 treatments)		
6	Filter must connect via DIAFIX Lock System to the machine		
7	State endotoxin retention capacity (minimum acceptable: $\geq 10^6$)		
8	State membrane material (Polysufone preferred)		
9	A sample must be submitted with the bidding documents.		

SPECIFICATION Equivalent to B.Braun Dialog: Dialysis Fluid Filter

	SPECIFICATIONS The above must have/consist of the following	COMMENTS	Comply Y /N
1	General description: The Dialysis Fluid filter (DF Filter) is a bacterial and pyrogen filter used to produce highly pure dialysis fluid used during haemodialysis.		
2	Filter must be sterile. Please state method of sterilization		
3	Filter must be compatible with the B.Braun Dialog haemodialysis machine		
4	Machine disinfection between patients uses heated Citric Acid 50%, filter must be compatible with this disinfectant and method		
5	State working life (minimum acceptable is 150 treatments)		
6	Filter must connect via Hansen connectors to the machine		
7	State endotoxin retention capacity (minimum acceptable: $\geq 10^6$)		
8	State membrane material (Polysulphone preferred)		
9	A sample must be submitted with the bidding documents.		

SPECIFICATION FOR Plasmapheresis - Multifiltrate Consumables

	SPECIFICATIONS The above must have/consist of the following	COMMENTS	Comply Y /N
1	Consumables required for plasmapheresis (also called Therapeutic Plasma Exchange and Membrane Plasma Separation) treatment using Fresenius Multifiltrate Machine		
2	All consumables must be fully compatible with the Fresenius Multifiltrate Machine		
3	Consumables required: • plasmaFlux P2 – Plasma Filter • multiFiltrate Cassette • MPS Substituate System • Filtrate Bag (10L) Similar consumables to those listed will be acceptable as long as they have been tested and are found to work as well as the original consumables		
4	A sample must be submitted with the bidding documents.		

Livingstone Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year: Consumables must be equivalent/compatible to Adcock Ingram PD connectors

Description/Requirements	Comply	Not Comply	For Office Use Only
CAPD system 111 SABAX Dianeal 1.5 NC - 5L Equal or equivalent to AFB9916			
CAPD system 111 SABAX Dianeal 1.5 - 5L Equal or equivalent to AFB9892			
CAPD system 111 SABAX Dianeal 2.5 - 5L Equal or equivalent to AFB9914			
Twin Bag-normal calcium SABAX Dineal 1.5 NC - 2L Equal or equivalent to AFB9336			
Twin Bag-normal calcium SABAX Dineal 1.5 - 2L Equal or equivalent to AFB9856			
Twin Bag-normal calcium SABAX Dineal 2.5 NC - 2L Equal or equivalent to AFB9346			
Twin Bag-normal calcium SABAX Dineal 2.5 - 2L Equal or equivalent to AFB9876			
Twin Bag-normal calcium SABAX Dineal 2.5 NC - 2.5L Equal or equivalent to AFB9882			
Twin Bag-normal calcium SABAX Dineal 2.5 – 2.5L Equal or equivalent to AFB5257			
Twin bag-normal calcium Sabax dianeal 1.5% 2.5l AFB 9881			
Twin bag-normal calcium Sabax dianeal 1.5% 2.5l AFB 9887			
Twin bag-normal calcium Sabax dianeal 2.5% 2.5l AFB 9890			

Twin bag normal calcium Sabax dianeal N/C 4.25% AFB 9356			
Extraneal 2L Single Bag Equal or equivalent to RPB 4938VCSA			
Extraneal 2L Twin Bag Equal or equivalent to RPB 5268CSA			
The Peritoneal Dialysis Accessories requested are as follows:			
Locking Titanium Adaptor Equal or equivalent to 5C 4129			
Cycler drainage set Equal or equivalent to 5C 4145P			
Disconnect Y-Set Equal or equivalent to 5C 4366P			
Cassette with lines Equal or equivalent to 5C 4469C			
Miniset Ext Life TSFR Set Equal or equivalent to 5C 4482			
Clamp for outlet set Equal or equivalent to 5C 4527			
Connection Shield IIK with povidone Iodine solution Equal or equivalent to HJPC4211			
Mini Cap Disconnect Equal or equivalent to SPC 4466			

Frere Hospital Renal Unit Haemodialysis consumables required per year for current patient load:

Item	Comply – Yes/No	Office Use Only
Renal dressing tray (Designed to reduce infection and far superior to standard dressing trays – very successful with catheter infection rate <1/1000 catheter days)		
Dialysis solution equivalent to B Braun SW127 (Calcium 1.25, glucose 5mmol/L, K 2.0mmol)		
Dialysis solution equivalent to B Braun SW139 (Calcium 175, glucose 5mmol/L, K 2.0mmol)		
Dialysis powder bicarb equivalent to Braun Solcart B		
Dialyzers Fx50		
Dialyzers Fx60		
Dialyzers Fx80		
Dialyzers Fx100		
AV Lines - B Braun Dialog machines		
Acute dialysis catheters – Straight		
Acute dialysis catheters – Curved		
Permanent tunnelled catheters - 23cm		
Permanent tunnelled catheters - 32cm		
DF Filters B Braun		
Haemodialysis Chairs*		
Citric Acid		
Baxter fistula needles 15G		
Baxter fistula needles 16G		
Baxter fistula needles 17G		
Prismaflex Consumables – including 1 set and average fluids used for 48hrs per pt		
Multifiltrate Consumables – plasma exchange sets/filters		
Additional low value equipment item still required		
CAPD Bag Warmer*		

Frere Hospital Acute Dialysis Line Insertion Kit Specs

Description/Requirements	Comply/Not Comply	Office Use Only
• Catheter assembly: Non-Cuffed polyurethane haemodialysis lines • Dialysis catheters should be available in the following sizes and designs, state prices of each: **Straight:** 2 lumen – 12F, 20 - 25cm **Pre-curved; pre-extension:** 2 lumen – 12-14F, 15-16cm Kits should include at a minimum: • Guidewire with J-shape one end and soft straight end on other • Tissue dilators (1 or two depending on line size) • 18Ga introducer needle • #11 Scalpel • Suture wing on catheter • Extension set ports colour-coded with quality pinch-clamps • Drape • 5ml Syringe that allows through-the-syringe guidewire insertion – the guidewire must slide through the syringe easily on the first attempt. • Injection site caps X 2minimum • State any other items that may be included All bidders must supply samples for evaluation by the Renal Unit and ICU. All consumables required for use of the machine are to be available for order from the supplier. This is not necessarily a comprehensive list, please add the consumables where required:		

Frere Hospital Cuffed Tunneled Dialysis Line Insertion Kit Specs

Description/Requirements	Comply/Not Comply	Office Use Only
• Catheter assembly: Cuffed Dialysis Line, to include various sizes equivalent to approximately 23 and 32cm tip to cuff lengths • Should allow 'over-the-wire' insertion and use ante-grade insertion technique • Line should be approximately 15-15.5French Kit should include at a minimum: • Catheter as above – sterile • Latex and DEHP free • Radio-opaque • Peel-away access sheath with seal to prevent blood loss and air entry		

• 2 X Tissue dilators: 12Fr and 14 Fr • Guidewire with J-tip on one side • Tunneller and tunnelling sheath • 18Ga introducer needle • 2 catheter end-caps • Silicone extension set with colour-coded durable pinch-clamps • Repair kit should be available for catheter • Adhesive dressing • #11 Scalpel • State any other items that may be included ***NB: Recommended bidders must supply a sample for evaluation by the renal unit.***		

Frere Hospital Specification for Hemodialysis acid concentrate

	Description/Requirements	Comply		Office Use Only
		YES	NO	
1	Acidic Bicarbonate Concentrate for use during hemodialysis treatment			
2	Must contain enough concentrate to complete a conventional 4 hour long hemodialysis treatment (State size and mixing ratio)			
3	Registered in South Africa			
4	Required composition of the concentrate solution per 1000ml: Sodium bicarbonate 84g Potassium chloride 5,22 g Calcium chloride dihydrate 9 g Magnesium chloride hexahydrate 3,56 g Glacial acetic acid 6,31 g Glucose monohydrate 38,50 g Add 1000ml: Purified water			
5	After mixing by dialysis machine, concentrate must produce dialysate as follows: • Na+ 138 mmol/L • Ca++ 1.75 mmol/L • K+ 2 mmol/L • Mg++ 0.5 mmol/L • Cl 109 mmol/L • HCO-3 32 mmol/L • CH3COO- 3 mmol/L • Glucose 1 g/L			

6	Shelf-life > 18 months			
7	Sample to be supplied with tender application			
8	Product package insert to be supplied with application			
9	Sturdy container (Specify type of container)			
10	Easily distinguish between Acidic and Alkaline containers (State difference)			
11	Cap/lid must be secure to prevent spillage but can be easily opened when needed			
12	Specify if special tools are required for ease of opening and if these are provided with order			

Frere Specification for dressing kit Renal Unit

	SPECIFICATIONS **The above must have/consist of the following**	**Comply** **Y /N**	**Office Use Only**
1	Packed in a clear plastic container with all of the below wrapped in a sterile waterproof drape 50cm X 50cm		
2	One Disposable red bag:		
	approx. 33cm x 38cm		
3	Two X 2-ply hand towels		
4	One sterile 40 - 60cm x 40 - 60cm waterproof drape with partial +- 20 to 30cm slit from the side to the middle or approximately 5cm size hole/opening in middle of drape. This drape must be of a soft & flexible material		
5	Two separate pairs of sterile gloves that are easily separable: Size Medium		
6	8 X Raytex gauze swabs:		
	75mm x 75mm		
7	6 X Gauze balls		
8	2 X Disposable gallipot 5 X 5cm, these may form part of the tray/container		
9	The entire pack should preferably be wrapped in a sterile peel-away packet		
10	Two samples must be submitted with the bidding documents.		

Frere Hospital Renal Unit Hemodialysis consumables required per year for current patient load:

Description/Requirements	Comply/ Not Comply	Office Use Only
Renal dressing tray (Designed to reduce infection and far superior to standard dressing trays – very successful with catheter infection rate <1/1000 catheter days)		
Dialysis solution equivalent to BBraun SW127 (Calcium 1.25, glucose 5mmol/L, K 2.0mmol)		
Dialysis solution equivalent to BBraun SW139 (Calcium 175, glucose 5mmol/L, K 2.0mmol)		
Dialysis solution equivalent to BBraun SW380 (Calcium 1.50, glucose 5mmol/L, K 2.0mmol)		
Dialysis solution: Alkaline Bicarbonate Concentrate 8.4% (BIC 8.4%)		
Dialysis powder bicarb equivalent to Braun Solcart B		
Dialyzers 1.4 m^2 to 2.1m^2		
AV Lines – Equivalent to Fresenius 4008S Dialog machines		
AV Lines - Equivalent to B Braun Dialog machines		
Acute dialysis catheters – Straight		
Acute dialysis catheters – Curved		
Permanent tunnelled catheters - 24cm, 28cm, 32cm		
DF Filters Equivalent to B Braun		
DF Filters Equivalent to Fresenius		
Haemodialysis machines (with a total 7 yr service contract)		
Citric Acid		
Prismaflex Consumables – including 1 set and average fluids used for 48hrs per pt		
Multifiltrate Consumables – plasma exchange sets/filters		
CAPD Bag Warmer		
Tegadem CHG dressing 167R 8,5x11,5cm in (25 in a box) boxes equivalent to 3M (36 boxes)		

Specification for Arterial/Venous lines equivalent/compatible to BBraun dialog haemodialysis machine

	Description/Requirements	Comply Y /N	Office Use Only
1.	The line must be suitable for use on the B Braun Dialog + machine		
2.	The line must be safe and handle easily.		
3.	The lines must be colour coded.		
4.	The connectors at the end of the line must have reliable connectors (luer lock).		
5.	The ends of the line must have protective caps.		
6.	The line clamp must be reliable and easy to handle.		
7.	The injection ports must be latex free and have finger protection.		
8.	The transducers must be colour coded and have double supported membranes to prevent cross contamination.		
9.	The dialyser connector must have protective caps.		
10	The dialyser connectors must screw onto the dialyser without twisting the line.		
11	The advanced line must be free of colorants and must be biocompatible.		
12	The pump segment on the arterial line must be 8.0mm in diameter to allow achievement of prescribed blood flow.		
13	The arterial line must have a heparin line with a clamp and a cap.		
14	The arterial line must have a port with clamp and a cap for fluids.		
15	The bubble trap on the venous line must have a diameter of 22mm to allow easy and correct positioning.↔		
16	The inlet distributor on the bubble trap must have directed blood flow to prevent clotting of blood.		
17	The set must include a recirculator		
18	A waste bag with clamp that opens easily and the port must be covered.		
19	“Bubble” trap must have a filter in for filtering of particles.		
20	Samples must be supplied with bid documents		

Frere Hospital: Specification for High Flux Renal Dialyzers:

Description/Requirements	Compliance		Office Use Only
	Yes	No	
1. General:			
1.5 Dialyzers are needed for patient with renal failure who require dialysis.			
1.6 Dialyzers must comply with the following specification that can perform to the extent of the following: • Kt/V of 1,2 – 1,6 • Urea reduction rate of ± 80% (Patient weighing between 60 – 100 kg). • Dialyzers to be steam or gamma-ray sterilised			
1.7 Dialyzers must conform to the following: 1.7.1 The membrane can consists of the following type: ▪ Polysulfone or polynephron Supplier an supply dialysers within surface Area Range– m^2 1.4 - 1.6 1.7 – 2.1			
1.8 The dialyzer must come with one cap per port.			
2. Performance			
▪ Urea : 190ml to 300 ml at a 200 ml pump speed over a 4 hour period.			
▪ Creatine : 180ml to 280ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Phosphate : 175ml to 260 ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Vitamin B12 : 135ml to 210 ml cleared at a 200 ml pump speed over a 4 hour period.			
▪ Blood Volume – preferably ≤120ml.			

Frere Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year: Consumables must be equivalent/compatible with Adcock Ingram PD connectors:

	Description/Requirements	Comply/Not Comply	Office Use Only
	Equivalent to AFB9892 CAPD system 111 SABAX Dianeal 1.5 NC 5L		
	Equivalent toAFB9914 CAPD system 111 SABAX Dianeal 2.5 NC 5L		
	Equivalent to AFB9336 Twin Bag-normal calcium SABAX Dianeal 1.5 2000ml		
	Equivalent to AFB9346 Twin Bag-normal calcium SABAX Dianeal 2.5 2000ml		
	Equivalent to AFB9356 Twin Bag-normal calcium SABAX Dianeal 4.25 2000ml		
	Equivalent to RPB5268SA Extraneal Twin Bag 2000ml		
	The following Consumables must be equivalent/compatible with Fresenius Medical Care:		
	Stay-safe solution 1.5% glucose/1.25 mmol/ca 2000ml equivalent to FR-2461501		
	Stay safe solution 2.3% glucose/1.25mmol/ca 2000ml, equivalent to FR-2466501		
	Stay safe solution 4.25% glucose/1.25mmol/ca 2000ml, equivalent to FR-2462501		
	Disinfection caps equivalent to FR-2845091		
	Stay safe catheter Extension 32cm equivalent to FR-2844381		

	The Peritoneal Dialysis Accessories requested are as follows: Tenckhoff PD Adult coiled 2 cuff catheter kit Equivalent to CA-2262		
	Mini caps Disinfection Equivalent to SPC 4466		
	K- Shields Equivalent to SPC 4213		
	Locking Titanium Adaptor Equivalent to 5C 4129		
	Clamps for outlet sets Equivalent to 5C 4527		
	Miniset Extension Life Transfer Set Equivalent to 5C 4482		
	Cassette with lines Equivalent to 5C 4469		

Frere hospital Renal Unit peritoneal Dialysis fluids and consumables required per year:

	Code	Description/Requirements	Comply/ Not Comply	Office Use Only
1	AFB 9916	CAPD system 111 SABAX Dianeal 1.5 NC in 5L Equal or equivalent to AFB 9892		
2	AFB 9914	CAPD system 111 SABAX Dianeal 2,5 in 5L equal or equivalent to AFB 9914		
3	AFB 9336	Twin bag-normal calcium SABAX Dianeal 1.5 NC 2000ml Equal or equivalent to AFB 9336		
4	AFB9356	Twin Bag-normal calcium SABAX Dianeal 4.25 2000ml Equal or equivalent to AFB 9856		
5	AFB 9346	Twin Bag-normal calcium SABAX Dianeal 2.5 2000ml Equal or equivalent to AFB9346		
6	RPB 5268CSA	Extraneal 2l Twin Bag Equal or equivalent to RPB 5268CSA		

Frere Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year:

	code	Description/Requirements	Comply/Not Comply	Office Use Only
1	5C 4129	Locking Titanium Adaptor		
		Equal or equivalent to 5C 4129		
2	5C 4469	Cassette with lines		
		Equal to 5C 4469		
3	5C 4482	Mini extension life transfer set		
4	5C 4527	Clamps for outlet sets		
5	SPC 4213	K shields		
6	SPC 4466	Mini caps		
7	Ca-2262	Tenckhoff PD adult coiled		
		2 cuff catheter kit		

Dialysis catheter dressings equivalent to Tegaderm Chlorhexidine Gluconate (CHG) I.V. Securement Dressing for all institutions

	SPECIFICATIONS The above must have/consist of the following	Comply Y /N	Office Use
1	Transparent adhesive film dressing with integrated chlorhexidene gluconate (CHG) gel pad to secure dialysis catheters and reduce CRBSI and vascular catheter colonization.		
2	Breathable film coating		
3	Equivalent to Tegaderm CHG Dressing 167R 8.5cm x 11.5cm		
4	A sample will be requested from the recommended/awarded bidder/s priordelivery.		

PRICE PER ITEM incl. VAT……

NB: All the bidders that comply on **Stage 2** (**Compliance with Specification**) shall proceed to **Stage 3** Price & BBBEE evaluation.

	SIGNATURE	DATE
COMPILED BY SCM:		2020/08/03
RECOMMENDED BY END USER:	E Klaasbroek	2020/08/03
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		2020/08/13

23.3. STAGE 3- Price and BBBEE

The bid will be evaluated in accordance with the terms of the 80/20 point system as stipulated in the Revised Preferential Procurement Regulations, 2017. 80 (Eighty) points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

23.3.1 **Awarding preference points**

23.3.2 Points will be awarded to bids that are eligible for preferences in terms of **Part 5** - **Schedule K** (where preferences are granted in respect of B-BBEE contribution).

23.3.3 The terms and conditions of **Schedule K** shall apply in all respects to the bid evaluation process and any subsequent contract.

23.3.4. Responsive bids which comply with the 2nd stage evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and as stipulated in the Revised Preferential Procurement Regulations, 2017. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

23.3.5 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

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

$$Ps = \frac{80(1 - Pt - P\,min)}{P\,min}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 10 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

23.3.6 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such bidders will score 0 out of maximum of 10 points for B-BBEE.

23.3.7 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

23.3.8 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

23.3.9 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered

auditor, accounting officer (as contemplated in section 60(4) of the close corporation act, 1984) (act no 69 of 1984) or an accredited verification agency will be considered for preference points.

23.3.10 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

23.3.11 The total points scored will be rounded off to the nearest 2 decimals.

23.3.12 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

23.3.13 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.

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

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

23.3.16 The points for preference scored by a bidder in terms of the above table must then be added to the points for price (Ps) in order to obtain the total number of adjudication points scored for each responsive bid. **Bidders who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, they will score points out of 80 for price and zero (0) points out of 20 for B-BBEE.**

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Provincial Government, the DoH or any other authorized authority or person (as the case may be) once-off. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 The stipulated bid prices shall be fixed (firm).

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.

2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

3.1 *The DoH's operational requirements.* The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 *Problem identification and reporting.* The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall:-

- Without delay inform the DoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;

- Co-operate fully with the DoH in analyzing and investigating such incidents or accidents.

3.3 *Other Service Providers* The Service Provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DoH, co-operate fully with such persons.

3.4 *Regulations and statutes* The Service Provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 *Compliance with procedures.* It is recorded that during the currency of the contract the DoH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The Service Provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.7 Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delay.

3.8 *Service Provider's procedures*. The Service Provider shall, upon receipt of written request from the DoH or its appointed Manager:-

Provide the DoH with copies of all Service Provider's operating procedures and processes relating to the Services;

4. HAZADOUS MATERIALS

The service provider will be held liable for any expenses that may be incurred by the DOH as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DOH/Institution and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The Service Provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Instituion in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the DoH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 8 above.

The provisions of Clause 10 document contains the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by Service Provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by DoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the DoH.

9.3 Records. Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the DoH upon request.

9.4 Measurement of performance

- Periodic checks: DoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DoH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by DoH at such intervals as DoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 Results of checks, audits and surveys DoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Service Provider with the service standards and responsibilities stipulated in the contract.

It is recorded that the results of the above checks shall, save to the extent that Service Provider can prove otherwise be binding on Service Provider and DoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

12. SUB-SERVICE PROVIDERS

Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DoH (or any other authorized authority) and then only to a person and to the extent approved by the DoH or such authority and upon such terms and conditions as the DoH or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to DoH for the performance of the Services.

13.

13.SPECIAL CONDITIONS OF CONTRACT

1. GUIDELINES AND DEFINITIONS

In this Special Conditions of Contract, the following terms shall be interpreted as indicated:

1.1 **"Abuse"** the status assigned to a device FAILURE when a service representative finds damage attributable to incorrect use (e.g., during operation, cleaning, or transport).

1.2 **"Acceptable bid"** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.

1.3 **"Acceptance inspection"** a detailed INSPECTION performed before a device is put into use either after initial receipt (i.e., the incoming inspection of new equipment) or following other service activities (e.g., a major REPAIR, MODIFICATION, or OVERHAUL) as appropriate.

1.4 **"Acquisition cost"** the total cost, including the purchase price, delivery charges, and training and installation costs, to acquire a single piece of equipment.

1.5 **"Annualized failure rate"** The number of FAILURES for a device or a group of devices (e.g., a particular model) divided by the product of the number of years being considered and the number of devices in use at a health facility. The following are sample annualized failure rate calculations: (A) A facility with 700 infusion pumps of the same model received 84 REPAIR work orders for that model during one year. 84 failures/(700 pumps × 1 year)= 0.12 failures/pump-year; (B) For five (5) ultrasound scanners of the same model, there were only two repair requests in three years. 2 failures/(5 scanners × 3 year) = 0.13 failures/scanner-year; (C) A single magnetic resonance imaging (MRI) unit required nine repairs over three years. 9 failures / (1 unit × 3 year) = 3 failures/MRI unit-year.

1.6 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.

1.7 **"Black enterprise"** means an enterprise that is 50.1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

1.8 **"Black empowered enterprise"** means an enterprise that is at least 25.1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

1.9 **"Black people"** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.

1.10 **"Black woman-owned enterprise"** means an enterprise with at least 25.1% representation of black women within the black equity and management portion.

1.11 **"Calibration"** a procedure used to determine a device's accuracy using test equipment whose own accuracy is appropriate and has been verified and, as needed, adjusting that medical device to meet the manufacturer's specifications.

1.12 **"Clinical engineer"** a professional who supports and advances patient care by applying engineering and managerial skills to health-care technology (American College of Clinical Engineering). While a clinical engineer is a specialized biomedical engineer, the terms are often used interchangeably.

1.13 **"Clinical engineering technician (CET)"** a professional who supports and advances patient care by applying engineering and technical skills to medical equipment. CETs install, inspect, maintain, repair, calibrate and modify medical equipment and support systems to adhere to standard guidelines. CETs educate and advise clinical staff on theory of operation, physiological principles, and safe clinical application of medical equipment maintaining quality patient care.

1.14 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.15 **"CMMS" (Computerised Maintenance Management System)** is a computer based asset management system to list all equipment used in patient-care activities, regardless of ownership and to document maintenance services and status.

1.16 **"Commissioning**" means a systematic process of ensuring that the health facility as a whole and all technological systems, both movable and immovable, perform interactively according to the design intent, and satisfies the Purchaser's clinical service and operational needs. This shall be achieved by beginning in the design phase, documenting the design intent and continuing through construction, acceptance and the warranty-period with actual verification of performance.

1.17 **"Commissioning Agent**" means the firm or consultant nominated and or appointed in writing by the Purchaser to oversee execution and performance of this contract by the contractor. The Purchaser shall have authority over the commissioning agent or clinical engineers appointed under the commissioning agent. The Purchaser shall have authority to replace the Commissioning Agent in writing to the Contractor.

1.18 **"Community or broad-based enterprise**" means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.
These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

1.19 **"Comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

1.20 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.21 **"Contract"** means the agreement entered into between the Purchaser and the Supplier/Maintenance Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

1.22 **"Contractor"** means the Service Provider individual or firms providing Maintenance and Services under this Contract;

1.23 **"Contract Fees"** means the fee payable to the Supplier/Maintenance Contractor under the Contract for the full and proper performance of his contractual obligations;

1.24 **"Contracted service"** SERVICE provided under contract by a contractor or sub-contractor.

1.25 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.26 **"Corrective maintenance"** A process used to restore the physical integrity, safety and/or performance of a device after a failure. Corrective maintenance and unscheduled maintenance are regarded as equivalent to the term repair. This contract uses these terms interchangeably.

1.27 **"Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.28 **"Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.29 **"Day"** means calendar day;

1.30 **"Delivery"** means delivery in compliance with the conditions of the contract or order;

1.31 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand;

1.32 **"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.

1.33 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the

manner, or within the range, considered normal for a human being.

1.34 **"Downtime"** the time that a device is not available for clinical use because of the need to perform activities such as INSPECTIONS, PREVENTIVE MAINTENANCE, and REPAIRS. Downtime is specified in hours or as a percentage. Note that it is typically calculated only over a specified "use period." A use period is based on when a device is scheduled to be available for clinical use or when a contract's terms specify that a device will be available. For instance in this contract, the use period is 24 hours a day for 365 days a year, or for 52 weeks a year.

1.35 **"Dumping"** occurs when a private enterprise abroad markets 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.

1.36 **"ECRI"** formerly known as Emergency Care Research Institute.

1.37 **"Effective Date"** means the date of execution of this Agreement based on the Notification of Award by the Purchaser, furnishing of the Performance Security by the Contractor, the signing of Contract and Payment against the Purchase Order and Performance Security;

1.38 **"Equity Ownership**" means the percentage ownership and control, exercised by individuals within an enterprise.

1.39 **"Failure"** The condition of not meeting intended performance or safety requirements, and/or a breach of physical integrity. A failure is corrected by repair and/or calibration.

1.40 **"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.

1.41 **"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.

1.42 **"GCC"** means the General Conditions of Contract;

1.43 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.44 **"Health technology (HT)"** HT is the application of organized knowledge and skills in the form of devices, medicines, vaccines, procedures and systems developed to solve a health problem and improve quality of life. It is used interchangeably with health-care technology.

1.45 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen -

a) who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution); and/or

b) who is a female; and/or

c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

1.46 **"HT Directorate"** means the unit which will have the responsibility to manage performance of the Supplier/Contractor;

1.47 **"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;

1.48 **"In-house service"** the SERVICING of medical equipment performed by the Purchaser's own staff.

1.49 **"Inspection"** refers to scheduled activities or interactions with medical equipment designed to detect unsuspected equipment problems, or to ensure medical equipment functions correctly. It includes both performance inspections and safety inspections. These occur in conjunction with performed preventive maintenance, corrective maintenance, or calibration but can also be completed as a stand-alone activity scheduled at specific intervals.

1.50 **"Inspection and preventive maintenance (IPM)"** IPM refers to all the scheduled activity necessary to ensure a piece of medical equipment is functioning correctly and is well maintained. IPM therefore includes inspection and preventive maintenance (PM).

1.51 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place;

1.52 **"Maintenance"** is interaction with medical equipment designed to identify and correct suspected equipment problems, or to perform activities designed to prevent the future occurrence of problems (inspection and preventive maintenance). Maintenance is a collective term comprising of acceptance inspection, calibration, inspection, modification, overhauls, preventive maintenance, and repair.

1.53 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities;

1.54 **"Medical device"** an article, instrument, apparatus or machine that is used in the prevention, diagnosis or treatment of illness or disease, or for detecting, measuring, restoring, correcting or modifying the structure or function of the body for some health purpose. Typically, the purpose of a medical device not achieved by pharmacological, immunological or metabolic means.

1.55 **"Medical equipment"** are medical devices requiring calibration, maintenance, repair, user-training, and decommissioning. Medical equipment is used for specific purposes of diagnosis, monitoring, treatment or rehabilitation following disease or injury. Medical equipment includes

devices such as monitoring equipment, life supporting equipment, imaging equipment, laboratory equipment, mechanical equipment, as well as other equipment supporting the care of the patient, whether or not it is in the immediate vicinity of a patient. In addition, these categories includes other devices, such as fridges, that support the care of a patient, but are generally not specifically manufactured for use in health care services.

1.56 **"Modification"** the alteration of a device from its original state to improve performance, reliability, or safety or to add new functionality. (This is distinct from restoring a device from a deteriorated state.) Examples of modifications include installing software with new functionality and adding components to a device.

1.57 **"OEM"** refers to Original Equipment Manufacturer. If parts and service kits furnished are not OEM then the Contractor must be able to furnish certification by manufacturer that they meet or exceed OEM specifications and manufactured under current ISO/SABS standards.

1.58 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service;

1.59 **"Overhaul"** an extensive (i.e., far exceeding routine PREVENTIVE MAINTENANCE) replacement or rebuilding of worn parts on a device to significantly extend its life.

1.60 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements;

1.61 **"Performance inspections"** these activities are designed to test the operating status of a medical device. Tests compare the performance of the device to technical specifications established by the manufacturer in their maintenance or service manual. These inspections are not meant to extend the life of equipment, but merely to assess its current condition. Performance inspections are sometimes referred to as 'quality assurance inspections'.

1.62 **"Predictive maintenance"** This activity involves a forecasting technique to determine the rate of failure of certain types of replaceable components (e.g. batteries, valves, pumps, seals). The maintenance interval is then set so components are replaced before they fail, ensuring the equipment continues to operate reliably.

1.63 **"Preliminary taking over**" this is commissioning milestone where the Purchaser issues provisional acceptance of the goods and services which represents the start of the warranty period commencing on the date of issuing of preliminary acceptance certificate by the Purchaser or the duly appointed agent.

1.64 **"Preventive maintenance (PM)"** PM involves maintenance performed to extend the life of the device and prevent failure. PM is usually scheduled at specific intervals and includes specific maintenance activities such as lubrication, cleaning (e.g. filters) or replacing parts that are expected to wear (e.g. bearings) or which have a finite life (e.g. tubing). The procedures and intervals are usually established by the manufacturer. In special cases the user may change the frequency to accommodate local environmental conditions. Preventive maintenance is sometimes referred to as 'planned maintenance' or 'scheduled maintenance'. This contract document uses these terms interchangeably.

1.65 **"Project site**" where applicable, means the place indicated in bidding documents;

1.66 **"Purchaser"** means the Eastern Cape Department of Health (ECDOH) purchasing the Goods and Services;

1.67 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;

1.68 **"Repair"** a process used to restore the physical integrity, safety, and/or performance of a device after a failure. Used interchangeably with corrective maintenance.

1.69 **"Repair time"** the hands-on time needed to repair and have medical equipment ready for return to use, which is the time entered on the associated work order or job card.

1.70 **"Response time"** the time from the initiation of a request for SERVICE until a service representative solves the problem (e.g., by telephone) or arrives to REPAIR a device or to remove it for repair.

1.71 **"Revisable item"** an item is declared revisable only if it has minor defects or is partially compliant.

1.72 **"Safety inspections"** these are activities performed to ensure the device is electrically and mechanically safe. These inspections may also include checks for radiation safety or dangerous gas or chemical pollutants. When these inspections are done, the results are compared to local standards as well as to manufacturer's specifications. The frequency of safety inspections may be different than planned maintenance and performance inspections, and are usually based on regulatory requirements.

1.73 **"SCC"** means the Special Conditions of Contract.

1.74 **"Service"** a collective term comprising activities and sub-activities within COMMISSIONING and MAINTENANCE.

1.75 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, acceptance testing, provision of technical assistance, training, catering, warranties and security, maintenance and other such obligations of the supplier covered under the contract. "Services" means Services including incidental services to be provided under the Contract and defined in **Part E;**

1.76 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).

1.77 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.

1.78 **"Sub-Contractor"** are sub-service providers of the contractor and or independent service organization providing specialised application support and maintenance services whose cost are covered under the Contractor's contract sum.

1.79 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.

1.80 **"Time-and-materials service"** SERVICE performed by a Contractor or Sub-contracting organization and paid for on the basis of the costs of labour, parts and supplies, and travel time. It may be scheduled or unscheduled.

1.81 **"Total cost of service"** the total SERVICE costs for a single unit or the average per-unit cost for all units of the same model; it includes IN-HOUSE SERVICE, CONTRACTED SERVICE, and TIME-AND-MATERIALS SERVICE.

1.82 **"Unable to duplicate"** the status assigned to a device FAILURE when a service representative finds no problem (e.g., when equipment passes INSPECTION) following a report of failure.

1.83 **"User error"** the status assigned to a device FAILURE when a service representative finds no problem (e.g., when equipment passes INSPECTION) following a report of failure and the representative determines that the device or an accessory was used incorrectly.

1.84 **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2 APPLICATION

2.1 These Special Conditions of Contract (SCC) are Supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail as recorded by Clause 2 in the General Conditions of Contract.

2.2 The bid and all contracts emanating there from will be governed within boundaries of South African laws.

3 STANDARDS

3.1 The goods supplied shall conform to the standards mentioned in the bidding documents and technical specifications. In the absence of which, other relevant publications such as International Standards Organisation (ISO), European Standards, SANS, SABS, World Health Organisation (WHO) guidelines for Medical Equipment Management, ECRI standards or other relevant publications may be referred to.

3.2 The goods supplied shall conform to Radiation Control standards, guidelines and procedures.

4 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

4.1 The Contractor 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 Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be

necessary for purposes of such performance.

4.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself mentioned in Clause 4.1 shall remain the property of the Purchaser and shall be returned (all copies) to the purchaser on completion of the Contractor's performance under the contract if so required by the Purchaser.

4.4 The Contractor shall maintain all necessary books, accounts and records and shall establish a reporting system for the Service and shall permit the Purchaser to inspect the Contractor's accounts and records relating to the performance of the Contractor and have them audited by auditors appointed by the Purchaser.

4.5 The Contractor shall permit the Purchaser or any Person designated to visit and inspect the contractor's records relating to the performance of the contractor without charge at times as may reasonably be requested, and all books, records, and documents relating to the said Service shall at such times be open to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

5 METHOD OF PROVIDING SERVICES

5.1 The Contractor shall supply the Goods and perform the said Services and its other obligations hereunder in accordance with the law of the Republic of South Africa and this Contract.

5.2 If the Contractor is aware of a conflict, it shall inform the Purchaser accordingly and the parties shall discuss in good faith and agree the manner in which the Contractor should perform the services.

5.3 The Contractor shall determine the cost associated with the provision of the goods and services necessary under the Contract and provides sufficient funding to meet these anticipated costs.

5.4 The Contractor shall ensure that appropriate equipment, tools and competent personnel are readily available to perform the activities as described in this agreement.

6 PATENT RIGHTS

6.1 The Contractor 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 or issuance of a purchase order for the equipment and services, the successful Contractor shall furnish to the purchaser as performance security amount (100%) for the maintenance service fees agreed and specified in the award notice or purchase order provided by the Purchaser.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the Purchaser or in a freely convertible currency acceptable to the Purchaser and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable commercial bank located in the Republic of South Africa, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser.

7.4 The performance security will be discharged by the purchaser and returned to the contractor not later than thirty (30) days following the date of completion of the contractor's performance obligations under the contract, including any warranty obligations. Discharge of the performance security to the contractor shall be done only for completed contractor service obligations. Release of payments will be authorised by the purchaser when goods or service obligations are received and completed during the contract period.

7.5 Where the contractor fails to complete his obligations under the contract terms and conditions, the remaining proceeds of the performance security shall be payable back to the purchaser including unused funds and or savings made from the service performance security.

8 DEMONSTRATIONS, INSPECTIONS, TESTS AND ANALYSES

8.1 All bidding, pre-award and post-award testing and demonstration of Goods and Services will be for the account of the Bidder and or Contractor.

8.2 Goods and Services to be rendered shall 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 Purchaser or an organization acting on behalf of Purchaser.

8.3 Routine quality assurance inspections to goods and services during the contract period shall be carried out by the Purchaser or by any duly authorised Commissioning Agent at will, and 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 Goods and Services 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 Goods or Services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such Goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Contractor.

8.6 Goods 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 Goods or Services 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 Goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with Goods and or Services

which do comply with the requirements of the contract. Failing such removal the rejected Goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute Goods and Services forthwith, the Purchaser may, without giving the Contractor further opportunity to substitute the rejected Goods and Services, purchase such Goods and Services as may be necessary at the expense of the Contractor.

8.8 The Purchaser's Project Manager or any other duly appointed Commissioning Agent shall have authority to inspect and certify quality, and either accept or reject goods and services provided by the Contractor. The Contractor shall accept certification results and proceed to act in accordance with provisions of Clause 8.4 to 8.7 without deferring commissioning service obligations specified in Part E.

8.9 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.

9 PACKING

9.1 The Contractor 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 provided for in the contract, including additional requirements specified in Part E, and in any subsequent instructions ordered by the Purchaser.

10 DELIVERY AND DOCUMENTS

10.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Contractor are specified in Part E of this contract.

10.2 Documents to be submitted by the supplier are specified in Part E of this contract.

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, delivery, installation, testing and commissioning.

11.2 The Contractor shall obtain a workman's compensation insurance, public liability insurance and insurance covering liability for damage to properties and injuries to persons arising from negligence or default of the Contractor and any other relevant policies commonly taken for the provision of said Goods and Services. The insurance policies shall cover adequate compensation as per the prevailing laws of the Republic of South Africa.

11.3 The Contractor must also provide all risk property insurance to cover all equipment belonging to the Purchaser on the Contractor's site or in transit using company vehicles.

11.4 All policies of insurance shall be taken out in the name and account of the Contractor.

12 TRANSPORTATION

12.1 Pricing for the offered Goods and Services by the Contractor shall be all-inclusive of delivery transportation.

12.2 Deliveries shall be made directly to the Purchaser's final beneficiary throughout the Eastern Cape region in accordance with commissioning obligations specified in Part E.

13 INCIDENTAL SERVICES

13.1 The supplier shall be required to provide any or all of the following services, including additional services, specified in Part E of this contract:

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 shall be included in the contract price and shall cover the full warranty period for the said goods. Outside of the warranty period, the contract price for the incidental services shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the contractor for similar services and shall conform to rates for professional services in the public service.

14 SPARE PARTS

14.1 The Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

a) such spare parts as the Purchaser may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor 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 Contractor 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, materials and software unless provided otherwise in the contract. The Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country and region of final destination**.**

15.2 This warranty shall remain valid for twenty four (24) 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**.**

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 this contract 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 this contract, 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 Payment for equipment and commissioning services:

a) The Purchaser's HT Project Manager or any duly appointed Commissioning Agent shall have authority to certify payment for equipment and services provided under the Contract. Without prejudice, the Purchaser or Commissioning Agent shall issue preliminary Taking Over certification after the Contractor has satisfied contract terms and conditions, and commissioning service obligations specified in Part E.

b) The Contractor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and evidence of preliminary taking over by the Purchaser that certifies fulfilment of contract obligations stipulated in the contract under Part E.

c) Payments for goods and services: 70% of the equipment's contract amount will be paid by the Purchaser within thirty (30) calendar days after completion of delivery, installation and acceptance testing of the goods.

d) 30% of the contract amount will be paid by the purchaser within thirty (30) calendar days after Preliminary Taking Over.

16.2 Payments for maintenance services:

a) The Purchaser's HT Project Manager or any duly appointed firm's Clinical Engineer shall have authority to certify payment for maintenance services provided under the Contract. Without prejudice, the Purchaser or duly appointed Clinical Engineer, shall certify maintenance services completed by the Contractor, upon the Contractor having satisfied contract terms and conditions, and service obligations specified in Part F.

b) Together with the invoice the Contractor shall furnish documentation related to conducted maintenance services, service certification, record of completed training activities and indicators linked to actual response time, equipment downtime and other indicators agreed upon in this contract.

16.3 Payments for spare parts:

a) Fees for spare parts shall be included in manufacturer warranty, extended warranties and comprehensive maintenance service opti0ns.

b) Specific spare parts such as vacuumed packed articles (e.g. examination and operating light bulbs x-ray tubes) LED lamps and ultrasound probes shall be included in warranty fees.

c) Fees for preventive maintenance shall include service spare-parts and kits in full.

d) Not included under spare parts are consumables.

16.4 The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed and the fulfilment of other obligations stipulated in the contract;

16.5 Payments shall be made by the Purchaser within thirty (30) days of submission of a complete and valid invoice.

17 PRICES AND FEES

17.1 Fees charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in this bid, with the exception of any price adjustments authorised by the Purchaser or in the Purchaser's request for bid validity extension, as the case may be. Goods and services listed on to the contract will be billed according to the fees established in the pricing schedule for equipment indicated in Part H, Schedule E.

17.2 After warranty period has expired, similarly fees for maintenance services shall be billed according to prices established in this bid, with the exception of any price adjustment authorised by the Purchaser.

18 CONTRACT AMMENDMENTS

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 CESSION OR ASSIGNMENT

19.1 The Contractor 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 Contractor shall notify the purchaser in writing of all sub-contracts to be awarded under this contract if not already specified in the bid.

20.2 Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

20.3 Sub-contractors must comply with the provisions of the Contract.

21 DELAYS IN CONTRACTOR'S PERFROMANCE

21.1 Delivery of the goods and performance of services shall be made by the contractor 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 contractor 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 contractor's notice, the purchaser shall evaluate the situation and may at his discretion extend the contractor'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 contractor's point of supply is not situated at or near the place where the supplies are required, or the contractor's services are not readily available.

21.5 Except as provided under Clause 25, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to 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 contractor'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 contractor.

22 PENALTIES

22.1 Subject to Clause 25, if the Contractor fails to deliver any or all of the equipment 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 of 2% 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 Clause 23.

22.2 If the Contractor fails to perform maintenances services within timelines indicated in PART H, SCHEDULE B and in the event that the equipment supplied has been on downtime for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Contractor shall extend the warranty period for a duration of six (6) times of the time duration when the equipment was on downtime. The Purchaser may also consider termination of the contract pursuant to 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 Contractor, may terminate this Contract in whole or in part:

a) if the Contractor 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 Clause 21.2;

b) if the Contractor fails to perform any other service obligation(s) under the contract; or

c) if the Contractor, 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 Contractor shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Contractor shall continue performance of the contract to the extent not terminated.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 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 Contractor if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, 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 Contractor 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 Contractor 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 as follows:

a) The parties shall agree on and appoint a mediator within ten (10) working days of the date of which the dispute was declared. Whether or not the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share costs of the mediator and related costs equally.
b) The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to help reach a settlement.

c) Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

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 Contractor any monies due the Contractor.

28 INDEMNITY OF LIABILITY

28.1 The Contractor shall indemnify in full and hold the Purchaser harmless from and against any actions, suits, claims, demands, proceedings, losses, damage, compensation, charges and expenses whatsoever to which the Purchaser shall or may be or become liable in respect of and arising from:

a) Any breach by the Contractor of its obligations hereunder;

b) Any neglect act, error or omission on the part of the Contractor, its directors, officers, employees, Sub-Contractors in the performance of the said Services;
c) The misconduct of the Contractor or its directors, officers, employees, Sub-Contractors;

d) Any loss or damage to any property or injury to any Person of whatsoever nature or kind and howsoever or whosesoever sustained or caused or contributed arising out of the use or occupation of the Purchasers properties by the Contractor and not caused by the negligence or wilful act, default or omission of the Purchaser personnel.

29 LIMITATION OF LIABILITY

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
a) the Contractor 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 Contractor 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.

30 CONTRACT PERIOD

30.1 The contract period for equipment and services supply shall commence on the Effective Date subject to contractor performance under the terms and conditions of this Contract, the Contract shall continue for a period of (24) months expiring on the 1st anniversary of the Effective Date ("Contract Period").

30.2 The contract period for commissioning services and maintenance services shall commence on the Purchase Order issuance date and Preliminary Taking Over date respectively, subject to contractor performance under the terms and conditions of this Contract, the Contract period shall continue for a period of (24) months expiring on Final Taking Over date.

30.3 Where preferred by the Purchaser, additional after warranty maintenance services shall commence on the Final Taking Over Date subject to the Contractor furnishing payment for a Performance Security and under the terms and conditions of this Contract, the Contract period for the additional maintenance service shall continue for a period of (5) years, unless stated otherwise.

31 EXTENSION OF CONTRACT PERIOD

31.1 The Purchaser shall notify the Contractor in writing within a reasonable notice period prior to the date of expiry of Contract and pursuant to Clause 22, if the Purchaser intends to extend the Contract for a further period. The Parties shall as soon as reasonably practicable after the receipt of such notification negotiate the terms and condition for such extension, to the intent that such terms and conditions are to be agreed by the parties prior to the date on which the contract period would have otherwise expired.

31.2 Scope of goods and services will remain the same. However, subject to authorization by the Purchaser, variations in scope of goods and services shall not exceed 15% of the original contract value.

32 EXPIRY OF THE CONTRACT PERIOD

32.1 Upon the expiry of the Contract:

a) The Contractor shall withdraw all its personnel and sub-contractors and all rights of the Contractor shall revert.

b) All liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the expiry whether arising out of or in connection with:
   (i) Any agreement entered into by the Contractor.
   (ii) Any act, default omission or negligence of the Contractor its employee or Sub-service providers.

c) The Contractor shall hand over all equipment and any part of to the respective Health Facilities and obtain a written confirmation that the contracted equipment has been handed over in working conditions.

32.2 The Contractor shall make available or furnish all information records and documents related to services as will enable the Purchaser to continue equipment management, operation and maintenance.

32.3 The Purchaser shall as soon as practicable pay to the Contractor (if a balance is due to the Contractor), in accordance with payment terms and conditions of the contract.

32.4 The expiry of the Contract shall not affect any claim or obligation of payments that the Parties may have against the other prior to the expiry of the Contract.

33 ISSUING OF ORDER

33.1 The anticipated delivery period as specified in the PART E of this SCC shall commence of the date on which the order is issued by the Purchaser.

34 GOVERNING LANGUAGE

34.1 The contract shall be written in English, as specified by the Purchaser in the Instructions to Bidders. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

35 APPLICABLE LAW

35.1 The contract shall be interpreted in accordance with Republic of South Africa laws.

36 NOTICES

36.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by fax and confirmed in writing to the address specified for that purpose in the Special Conditions of the Contract's Authorization Declaration form.

36.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. The time mentioned in the contract documents for performing any activity after such aforesaid notice has been given, shall be determined from the date of delivery of such notice.

37 TAXES AND DUTIES

37.1 A foreign supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country incurred until delivery of contracted goods to the Purchaser.

37.2 A local supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies incurred until delivery of the contracted goods to the Purchaser.

37.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Purchaser must be in possession of a valid tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

38 OWNERSHIP AND COPYRIGHT

38.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in ECDOH.

38.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Purchaser are owned exclusively by ECDOH.

PART 3
Bid Strategy

Current Challenges
The fluids have been sourced through deviations, hence taking the bidding process.

Solution
As a product of this Bidding process, ECDOH intends to appoint more than one Service Provider to supply, deliver Renal Fluids, consumables and accessories for a period of 36 months.
Based on the Pricing Schedules and outcomes of this process, ECDOH reserves a right to procure none, all or specific items from specific Supplier as part of cost efficiency/value for money principle.
By design; this contract is meant to cover the institutions listed herein the Bid Document and those NOT listed that are also part of ECDOH as cited as “OTHER Institutions”.

Part 4 – Schedule A
Government Procurement
General Conditions of Contract

Annexure A

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 (GCC) 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

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise

abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 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 sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and TERMS OF REFERENCEs.

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 TERMS OF REFERENCE, 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 Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and TERMS OF REFERENCEs 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 TERMS OF REFERENCEs) 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 and claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subService Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in

the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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 (NIP) Programme

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.

SBD3

Part 5 – Schedule C

PRICING SCHEDULE – FIRM PRICES

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

Name of bidder……Bid number…….....

Closing Time 11:00 Closing date : 04 September 2020

Item	Estimated Quantities	Unit Price	Total Price per Annum – Year 1
Renal dressing tray (Designed to reduce infection and far superior to standard dressing trays – very successful with catheter infection rate <1/1000 catheter days)	14500		
Dialysis solution equivalent to BBraun SW127 (Calcium 1.25, glucose 5mmol/L, K 2.0mmol)	240		
Dialysis solution equivalent to BBraun SW139 (Calcium 175, glucose 5mmol/L, K 2.0mmol)	1928		
Dialysis solution equivalent to BBraun SW380 (Calcium 1.50, glucose 5mmol/L, K 2.0mmol)	7282		
Dialysis solution: Alkaline Bicarbonate Concentrate 8.4% (BIC 8.4%)	6092		
Dialysis powder bicarb equivalent to Braun Solcart B	9210		
Dialyzers 1.4 m^2 to 2.1m^2	14500		
AV Lines - Fresenius 4008S Dialog machines	3120		
AV Lines - B Braun Dialog machines	9152		
Acute dialysis catheters – Straight	100		
Acute dialysis catheters – Curved	100		
Permanent tunnelled catheters - 24cm, 28cm, 32cm	60		
DF Filters B Braun	60		
DF Filters Fresenius	24		
Citric Acid	480		

Prismaflex Consumables – including 1 set and average fluids used for 48hrs per pt	20		
Multifiltrate Consumables – plasma exchange sets/filters	100		

OFFER TO BE VALID FOR 120 (One Hundred And Twenty) DAYS FROM THE CLOSING DATE OF BID.
NB: Though Service Providers may insert the prices in their Company Quotation Letterhead, all prices MUST comply with the lists hereunder. Any additional information not on this list must be quoted separately as Optional. Though there are Heading Lists with Institutions' names most of the items are commonly used in majority of the institutions.

Livingstone Hospital Renal Unit Hemodialysis consumables required per year

COST OF PLACING CRRT MACHINE AS PER SPECIFICATION: FRERE, LIVINGSTONE, MTATA & OTHER INSTITUTIONS

Description	Unit Price	Price per month/Annum (Where Applicable)
The unit shall be able to perform the following therapies: • Slow Continuous Ultrafiltration (SCUF) • Continuous Veno-Venous Haemofiltration (CVVH) • Continuous Veno-Venous Haemodialysis (CVVHD) • Continuous Veno-Venous Haemodiafiltration (CVVHDF) • Haemoperfusion • Plasmapheresis		
OPERATIONAL CHARACTERISTICS AS PER SPECIFICATIONS		
State if the machine is capable of automated calcium-citrate regional anticoagulation. This will be preferable.		

Weighing System: **Blood Pump:** **Arterial Pressure:** **Pre-Filter Pressure:** **Venous Pressure Monitor:** **Safety Air Detector:** **Fluid Circuit (Air Detector)** **Substitution/Dialysate Pump:** **Filter Inlet Pressure:** **Warmer:** **Blood Leak Detector**: **Filter Outlet Pressure:** **Ultrafiltration Pump:** **Training on system** **Uninterrupted power supply** **OPTIONS** All available optional extras are to be listed. Bidders are to state the current cost of all disposables required (Example line set, dialyser set, bags and syringes etc.) **CRRT** • 5L dialysate fluid bags: **Plasmapheresis**		
Response time for service / repair must be within 24 hours.		
Rates for Technician(s) at various levels (Including call out/after hour rates where applicable).		
If the equipment is taken away for repairs during the guarantee period, a loan set must be supplied for use by the institution for the duration of the repairs.		

PRICING REQUIRED FOR CRRT CONSUMABLES/ACCESSORIES SUPPLY: FRERE, LIVINGSTONE, MTATA & OTHER INSTITUTIONS

Please quote the requirements for the provision of continuous renal replacement therapy (CRRT) Accessories of a CRRT machine. Department: Renal Unit.

Livingstone CRRT Machine Consumables/Accessories

Consumables for CRRT Machine	Cost per item
All consumables required for use of the machine are to be available for order from the supplier. Please state prices of each item below. This is not necessarily a comprehensive list, please add the consumables where required:	

CRRT

- Filter and blood line set/cartridge. State sizes available:
  - _____
  - _____
  - _____
- 5L dialysate fluid bags:
  - 2mmol/L Potassium:_____
  - 4mmol/L Potassium:_____
- Effluent bags, please state price and capacity in litres:
  - _____
- Blood or dialysate warmer tubing/lines (if required by machine):
  - _____
- Any other consumables required:
  - _____
  - _____
  - _____
  - _____

Plasmapheresis

- Plasmafilter and blood line set/cartridge:
  - _____
  - _____
- Blood or dialysate warmer tubing/lines (if required by machine):
  - _____
- Effluent bags, please state capacity in litres:
  - _____
- Other consumables required
  - _____
  - _____
  - _____
  - _____

Livingstone Hospital: Acute Dialysis Line Insertion Kit

Please state prices and sizes below:

Description	Price per item

Livingstone Hospital: Cuffed Tunnelled Dialysis Line Insertion Kit

Please state prices and sizes below:

Description	Price per item

Livingstone Haemodialysis acid concentrate

Calcium 1.50mmol/L, Glucose 1g/L, K 2mmol/L

Price per bottle:	
State volume of bottle:	

Calcium 1.25mmol/L, Glucose 1g/L, K 2mmol/L

Price per bottle:	
State volume of bottle:	

Calcium 1.75mmol/L, Glucose 1g/L, K 2mmol/L

Price per bottle:	
State volume of bottle:	

Livingstone dressing pack

Price per dressing pack:	

Livingstone Arterial/Venous lines equivalent/compatible to B-Braun Dialog Haemodialysis machine

State line set on offer:	
Price per unit:	

Livingstone Arterial/Venous lines equivalent/compatible to Fresenius 4008s Haemodialysis machines

State line set on offer:	
Price per unit:	

Livingstone: High Flux Renal Dialyzer

1.4-1.6m²

State dialyzer offered:	
State price per dialyzer:	

1.7-2.1m²

State dialyzer offered:	
State price per dialyzer:	

Powdered Sodium Bicarbonate Cartridge for Haemodialysis

Price per Cartridge:	
State quantity of product in cartridge (in grams):	

Hemodialysis Alkaline Bicarbonate Concentrate 8.4%

Price per bottle:	
State volume of bottle:	

Citric Acid 50%

Price per bottle:	
State volume of bottle:	

Equivalent to Fresenius 4008: Dialysis Fluid Filter

Price per filter:	

Equivalent to B.Braun Dialog: Dialysis Fluid Filter

Price per filter:	

Plasmapheresis - Multifiltrate Consumables

Item:	Cost:
Plasma filter (P2 or equivalent):	
Multifiltrate cassette (or equivalent):	
MPS Substituate system (or equivalent):	
Filtrate bag (10L):	

Livingstone Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year: Consumables must be equivalent/compatible with Adcock Ingram PD connectors

Description	Price per bag

The renal solutions requested are as follows: CAPD system 111 SABAX Dianeal 1.5 NC in 5L Equal or equivalent to AFB9916	
CAPD system 111 SABAX Dianeal 1.5 in 5L Equal or equivalent to AFB9892	
CAPD system 111 SABAX Dineal 2.5 NC in 5L Equal or equivalent to AFB9917	
CAPD system 111 SABAX Dianeal 2.5 5L Equal or equivalent to AFB9914	
Twin Bag-normal calcium SABAX Dineal 1.5 NC in 2000ml Equal or equivalent to AFB9336	
Twin Bag-normal calcium SABAX Dineal 1.5 in 2000ml Equal or equivalent to AFB9856	
Twin Bag-normal calcium SABAX Dineal 2.5 NC 2000ml Equal or equivalent to AFB9346	
Twin Bag-normal calcium SABAX Dineal 2.5 2000ml Equal or equivalent to AFB9876	
Twin Bag-normal calcium SABAX Dineal 2.5 NC 2500ml Equal or equivalent to AFB9882	
Twin Bag-normal calcium SABAX Dineal 2.5 2500ml Equal or equivalent to AFB5257	
Twin bag-normal calcium Sabax dianeal 1.5% 2.5l AFB 9881	
Twin bag-normal calcium Sabax dianeal 1.5% 2.5l AFB 9887	
Twin bag-normal calcium Sabax dianeal 2.5% 2.5l AFB 9890	
Twin bag normal calcium Sabax dianeal N/C 4.25% AFB 9356	

Extraneal 2L Single Bag Equal or equivalent to RPB 4938VCSA	
Extraneal 2L Twin Bag Equal or equivalent to RPB 5268CSA	
The Peritoneal Dialysis Accessories requested are as follows: Locking Titanium Adaptor Equal or equivalent to 5C 4129	
Cycler drainage set Equal or equivalent to 5C 4145P	
Disconnect Y-Set Equal or equivalent to 5C 4366P	
Cassette with lines Equal or equivalent to 5C 4469C	
Miniset Ext Life TSFR Set Equal or equivalent to 5C 4482 Clamp for outlet set Equal or equivalent to 5C 4527	
Connection Shield IIK with povidone Iodine solution Equal or equivalent to HJPC4211	
MiniCap Disconnect Equal or equivalent to SPC 4466	

Frere Hospital Renal Unit Haemodialysis consumables required per year for current patient load:

Description	Quantities Per Annum	Unit Price	Price per Annum (Year 1)
Renal dressing tray (Designed to reduce infection and far superior to standard dressing trays – very successful with catheter infection rate <1/1000 catheter days)	5000		
Dialysis solution equivalent to B Braun SW127 (Calcium 1.25, glucose 5mmol/L, K 2.0mmol)	6400		
Dialysis solution equivalent to B Braun SW139 (Calcium 175, glucose 5mmol/L, K 2.0mmol)	300		
Dialysis powder bicarb equivalent to Braun Solcart B	6700		
Dialyzers Fx50	24		
Dialyzers Fx60	1000		
Dialyzers Fx80	2500		

Dialyzers Fx100	1500		
AV Lines - equivalent to B Braun Dialog machines	6700		
Acute dialysis catheters – Straight	200		
Acute dialysis catheters – Curved	2400		
Permanent tunnelled catheters - 23cm	30		
Permanent tunnelled catheters - 32cm	5		
DF Filters equivalent to B Braun	42		
Citric Acid	90		
Baxter fistula needles 15G	2500		
Baxter fistula needles 16G	1300		
Baxter fistula needles 17G	250		
Prismaflex Consumables – including 1 set and average fluids used for 48hrs per pt	20		
Multifiltrate Consumables – plasma exchange sets/filters	100		
CAPD Bag Warmer	2		
Tegadem CHG dressing 167R 8,5x11,5cm in (25 in a box) boxes equivalent to 3M	36		

Frere CRRT Consumables

Frere CRRT Consumables/Accessories

Consumables for CRRT Machines	Cost per item
All consumables required for use of the machine are to be available for order from the supplier. Please state prices of each item below. This is not necessarily a comprehensive list, please add the consumables where required: **CRRT** • Filter and blood line set/cartridge. State sizes available: ○ _____ ○ _____ ○ _____ • 5L dialysate fluid bags: ○ 2mmol/L Potassium:_____ ○ 4mmol/L Potassium:_____ • Effluent bags, please state price and capacity in litres: ○ _____ • Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Any other consumables required:	

○ _____ ○ _____ ○ _____ ○ _____	
Plasmapheresis • Plasmafilter and blood line set/cartridge: ○ _____ ○ _____ • Blood or dialysate warmer tubing/lines (if required by machine): ○ _____ • Effluent bags, please state capacity in litres: ○ _____ • Other consumables required ○ _____ ○ _____ ○ _____ ○ _____	

Frere Hospital Acute Dialysis Line Insertion Kit Specs

Please state prices and sizes below:

Description	Price per item

Frere Hospital Cuffed Tunneled Dialysis Line Insertion Kit Specs

Please state prices and sizes below:

Description	Price per item

Frere Hospital Specification for Hemodialysis acid concentrate

Calcium 1.75mmol/L, Glucose 1g/L, K 2mmol/L

Price per bottle:	
State volume of bottle:	

Calcium 1.25mmol/L, Glucose 1g/L, K 2mmol/L

Price per bottle:	
State volume of bottle:	

Frere Specification for dressing kit Renal Unit

Price per dressing pack:	

Specification for Arterial/Venous lines compatible/equivalent to BBraun dialog haemodialysis machine

State line set on offer:	
Price per unit:	

Frere Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year: Consumables must be equivalent to/compatible with Adcock Ingram PD connectors

Description	Price per bag
Equivalent to AFB9892 CAPD system 111 SABAX Dianeal 1.5 NC 5L	
Equivalent toAFB9914 CAPD system 111 SABAX Dianeal 2.5 NC 5L	
Equivalent to AFB9336 Twin Bag-normal calcium SABAX Dianeal 1.5 2000ml	
Equivalent to AFB9346 Twin Bag-normal calcium SABAX Dianeal 2.5 2000ml	
Equivalent to AFB9356 Twin Bag-normal calcium SABAX Dianeal 4.25 2000ml	
Equivalent to RPB5268SA Extraneal Twin Bag 2000ml	
The Peritoneal Dialysis Accessories requested are as follows:	
Tenckhoff PD Adult coiled 2 cuff catheter kit Equivalent to CA-2262	
Mini caps Disinfection Equivalent to SPC 4466	
K- Shields Equivalent to SPC 4213	

Locking Titanium Adaptor Equivalent to 5C 4129	
Clamps for outlet sets Equivalent to 5C 4527	
Miniset Extension Life Transfer Set Equivalent to 5C 4482	
Cassette with lines Equivalent to 5C 4469	

Frere hospital Renal Unit peritoneal Dialysis fluids and consumables required per year:

	Code	Product	Quantity per Annum	Unit Price	Price per Annum (Year 1)
1	AFB 9916	CAPD system 111	480		
		SABAX Dianeal 1.5 NC 5L Equal or equivalent to AFB 9892			
2	AFB 9914	CAPD system 111	480		
		SABAX Dianeal 2,5 5l equal or equivalent to AFB 9914			
3	AFB 9336	Twin bag-normal calcium	17280		
		SABAX Dianeal 1.5 NC 2000ml Equal or equivalent to AFB 9336			
4	AFB9356	Twin Bag-normal calcium	480		
		SABAX Dianeal 4.25 2000ml Equal or equivalent to AFB 9856			
5	AFB 9346	Twin Bag-normal calcium	17280		
		SABAX Dianeal 2.5 2000ml Equal or equivalent to AFB9346			
6	RPB 5268CSA	Extraneal 2l Twin Bag	540		
		Equal or equivalent to RPB 5268CSA			
A	**CODE**	**PRODUCT**	**QUANTITY PER YEAR**		
B	FR-2461501	Stay-safe solution	12672		
		1.5% glucose/1.25 mmol/ca 2000ml			

C	FR-2466501	Stay safe solution 2.3% glucose/1.25mmol/ca 2000ml	12672		
D	FR-2462501	Stay safe solution 4.25% glucose/1.25mmol/ca 2000ml	600		
E	FR-2845091	Disinfection caps	17280		
f	FR-2844381	Stay safe catheter Extension 32cm	20		

Frere Hospital Renal Unit Peritoneal Dialysis fluids and consumables required per year:

	code	product	Quantity per year	Total price per Annum
1	5C 4129	Locking Titanium Adaptor	20	
		Equal or equivalent to 5C 4129		
2	5C 4469	Cassette with lines	360	
		Equal to 5C 4469		
3	5C 4482	Mini extension life transfer set	36	
4	5C 4527	Clamps for outlet sets	72	
5	SPC 4213	K shields	4500	
6	SPC 4466	Mini caps	28800	
7	Ca-2262	Tenckhoff PD adult coiled	30	
		2 cuff catheter kit		

Dialysis catheter dressings equivalent to Tegaderm Chlorhexidine Gluconate (CHG) I.V. Securement Dressing

	SPECIFICATIONS The above must have/consist of the following	Price per Item (VAT Inclusive)
1	Transparent adhesive film dressing with integrated chlorhexidene gluconate (CHG) gel pad to secure dialysis catheters and reduce CRBSI and vascular catheter colonization.	
2	Breathable film coating	
3	Equivalent to Tegaderm CHG Dressing 167R 8.5cm x 11.5cm	
4	A sample will be requested from the recommended/awarded bidder/s prior delivery.	

	SIGNATURE	DATE
COMPILED BY SCM:		2020/08/03
RECOMMENDED BY END USER:	E Laasbrock	2020/08/03
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		2020/08/13

Part 5 – Schedule D
DECLARATION OF INTEREST

SBD4

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

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

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

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

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

2.2 Identity Number:……....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……

2.4 Company Registration Number: ……..….

2.5 Tax Reference Number: ……..…

2.6 VAT Registration Number: ……....

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

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

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……

Name of state institution at which you or the person connected to the bidder is employed : ……..

Position occupied in the state institution: ……
Any other particulars:
……

……

……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

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

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

…….
…….
…….

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
……...
……..…
……

2.10 Are you, or any person connected with the bidder, YES/NO

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

2.10.1 If so, furnish particulars.
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
……
……
……

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME)……

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

…….. ……

Signature Date

…… ……
Position Name of bidder

Part 5 – Schedule E (i)
Declaration of Bidder's Past Supply Chain Management Practices

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

…….. ……..

Signature Date

…… ……..

Position Name of Bidder

Part 5 – Schedule E (ii)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

In response to the invitation for the bid made by:

_____
(Name of Institution)

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

I certify, on behalf of: _____that:
(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Part 5 – Schedule F
Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

_____

_____

_____

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

_____

4. The name of the person who shall manage the Services:

_____

5. Detail such person's qualifications and experience below :

_____

_____

_____

_____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule G
Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME _____
   ADDRESS : _____
   ID NUMBER: _____

2. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

3. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

4. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

5. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule H
Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule I
Details of Supplier's office

1. Physical address of supplier's office

_____

_____

_____

_____

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid**. Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid**. If this requirement is not complied with in full the bid may be considered invalid

Nature of Service: _____
Name of bidder: _____
Bid Number: _____

	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the DOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule K

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y}\right) \times 100$$

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “bid” includes advertised competitive bids, written price quotations or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .....
ISSUED BY: (Procurement Authority / Name of Institution): .....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ……..... (full names),
do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.
(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

SCHEDULE FOR CERTIFICATION (If Applicable)

Relevant certification must be attached as part of this bidder's response

	SIGNATURE	DATE
COMPILED BY SCM:		2020/08/03
RECOMMENDED BY END USER:	E Laasbrock	2020/08/03
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		2020/08/03