

ERRATUM - INVITATION FOR BID

**YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR THE REQUIREMENTS OF
NATIONAL HEALTH LABORATORY SERVICE (NHLS)**

BID NUMBER:	RFB023/21/22
CLOSING DATE:	22 SEPTEMBER 2022
CLOSING TIME:	11:00 AM
PUBLIC TENDER OPENING:	DATE: 22 SEPTEMBER 2022 TIME: 11:30 AM VENUE: MAIN BOARDROOM NATIONAL HEALTH LABORATORY SERVICE 1 MODDERFONTEIN ROAD SANDRINGHAM
BID VALIDITY PERIOD:	120 days (commencing from the RFB Closing Date)
IMPORTANT:	A COMPULSORY BRIEFING SESSION WILL BE HELD ON: DATE: 07 SEPTEMBER 2022 TIME: 10:00 AM VENUE: MAIN CONFERENCE BOARDROOM NATIONAL HEALTH LABORATORY SERVICE 1 MODDERFONTEIN ROAD SANDRINGHAM <u>PLEASE NOTE THAT LATE COMING WILL NOT BE ACCEPTED</u> All questions must be sent per e-mail to Manare.Malekutu@nhls.ac.za on or before 09 September 2022

DESCRIPTION:			RFB023/21/22: PLACEMENT/PROVISION OF SCANNERS, CAPTURE PRO SOFTWARE LICENCES MAINTENANCE AND TECHNICAL SUPPORT FOR FIVE (5) YEARS		
BID DOCUMENTS MUST BE MARKED WITH THE FOLLOWING:		OR	DEPOSITED IN THE BID BOX SITUATED AT:		
NHLS PROCUREMENT TENDER OFFICE					
RFB: 023/21/22 Bidders Name: _____ RFB: Enclosed-Regret (delete N/A) Closing Date: _____			NHLS MAIN RECEPTION 1 Modderfontein Road, Sandringham, Johannesburg.		

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (Please note that no changes on the content of this document is allowed)

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (Please note that no changes on the content of this document is allowed)

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	



SUPPLIER INFORMATION			
TELEPHONE NUMBER	CODE:	NUMBER:	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER:	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No [TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No [TICK APPLICABLE BOX]
[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]			
SIGNATURE OF BIDDER	_____		Date: _____
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY			
CONTACT PERSON			
TELEPHONE NUMBER			
FACSIMILE NUMBER			
E-MAIL ADDRESS			

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1. Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of the NHLS and the Client.
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from NHLS and the Client.
- 1.3 All Copyright and Intellectual Property herein vests with NHLS and its Client.

2. Introduction

- 2.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, NHLS intends to select a preferred bidder with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid shall be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA)

2.2 Queries

- 2.2.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, and to the contact person_email address number listed below on or before 09 September 2022. Under no circumstances may any other employee within NHLS be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. NHLS reserves the right to place responses to such queries on the website.

QUERIES Manare Malekutu	Telephone	011 555 0378
	E-mail	Manare.Malekutu@nhls.ac.za

3. Definitions

- 3.1 National Health Laboratory Services [hereinafter referred to as NHLS] is a public health laboratory service with laboratories across South Africa. Its activities comprise diagnostic laboratory services, research, teaching and training, and production of sera for anti-snake venom, reagents and media.
- 3.2 NHLS was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department.

- 3.3 **“Acceptable Bid”** - means any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.
- 3.4 **“B-BBEE”** – means broad bases black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 3.5 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 3.6 **“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 services, works or goods through price quotations, advertised bidding processes or proposals.
- 3.7 **“Bidders”** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by NHLS to submit a bid in response to this bid invitation.
- 3.8 **“Broad-Based Black Economic Empowerment Act”** – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 3.9 **“Client”** - means the goods or services requestor.
- 3.10 **“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.
- 3.11 **“Consortium”** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.12 **“Contractor Agent”** - means any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against NHLS or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of NHLS or an organ of state.



- 3.13 **“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.
- 3.14 **Designated group means –**
- (a) Black designated groups;
 - (b) Black people;
 - (c) Women
 - (d) People with disabilities; or
 - (e) Small enterprises as defined section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
- 3.15 **“Designated sector”** means – a sector, sub-sector or industry or product designated by the Department of Trade and Industry.
- 3.16 **“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;
- 3.17 **“Firm Price”** - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 3.18 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to NHLS or NHLS’s delegate by the Successful Bidder in terms of this bid.
- 3.19 **“Historically Disadvantaged Individual” (HDI)** - means a South African citizen:
- 3.19.1 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 No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
 - 3.19.2 who is a female; and/or;
 - 3.19.3 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 an HDI.

- 3.20 **“Joint Venture”** - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.21 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.22 **“Military veteran”**- has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 3.23 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
- 3.24 **“Organ of State”** - means a National Department or Provincial Administration as stipulated in Schedules 1 and 2 of the Public Service Act, Act 93 of 1994 (as amended).
- 3.25 **“Person(s)”** - refers to a natural and/or juristic person(s).
- 3.26 **“Price”**- includes all applicable taxes less all unconditional discounts;
- 3.27 **“Prime Contractor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.28 **“Proof of B-BBEE status level of contributor”** means -
- (a) B-BBEE Status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - (c) Any other requirement prescribed in terms of the B-BBEE Act.
- 3.29 **“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;

- 3.30 **“Rand Value”** - means the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.
- 3.31 **“Rural Area”** means –
- (a) A sparsely populated area in which people farm or depend on natural resources, including villages and small town that are dispersed through the area; or
 - (b) An area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.
- 3.32 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 3.33 **“Stipulated minimum threshold”** means – the minimum threshold stipulated for local production and content.
- 3.34 **“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.
- 3.35 **“Subcontractor”** - means any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
- 3.36 **“Successful Bidder”** - means the organization or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.
- 3.37 **“Township”** means – an urban living area that any time from late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantage individuals post 27 April 1994.
- 3.38 **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

4. Acronyms and abbreviations

- 4.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
BBBEE	Broad Based Black Economic Empowerment.
CPI	Consumer Price Index.
DIR	Directorate
EDMS	Electronic Document Management System
HDI	Historically Disadvantaged Individuals
ISO	International Standard Organization
IT	Information Technology
ITC	Information Technology Committee
MISS	Minimum Information Security Standard
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RSA	Republic of South Africa
NHLS	National Health Laboratory Services
SLA	Service Level Agreement
SW	Software
LIS	Laboratory Information system
24x7	24 hours a day, 7 days a week

5. General Rules and Instructions

5.1 Confidentiality

- 5.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 5.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information

contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of NHLS (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NHLS's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, NHLS shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 5.1.5 Any documentation, software or records relating to confidential information of NHLS, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 5.1.5.1 shall be deemed to form part of the confidential information of NHLS;
- 5.1.5.2 shall be deemed to be the property of NHLS;
- 5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 5.1.5.4 shall be surrendered to NHLS on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

5.2 News and press releases

- 5.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, NHLS and its Client.

5.3 Precedence of documents

- 5.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

5.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that NHLS may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by NHLS.

5.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of NHLS as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of NHLS in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5.4 Preferential Procurement Reform

5.4.1 NHLS supports B-BBEE as an essential ingredient of its business. In accordance with government policy, NHLS insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

5.4.2 NHLS shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

5.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

5.5 National Industrial Participation Programme

5.5.1 The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5).

5.6 Language

5.6.1 Bids shall be submitted in English.

5.7 Gender

5.7.1 Any word implying any gender shall be interpreted to imply all other genders.

5.8 Headings

- 5.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

5.9 Security clearances

- 5.9.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the State Security Agency (SSA) and/or NHLS commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

- 5.9.1 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

5.10 Occupational Injuries and Diseases Act 13 of 1993

- 5.10.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. NHLS reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to NHLS.

5.11 Formal contract

- 5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between NHLS and/or its clients and the enterprise(s) to whom NHLS awards the bid in whole or in part.

- 5.11.2 Any offer and/or acceptance entered verbally between NHLS and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

5.12 Instructions for submitting a proposal

- 5.12.1 One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format (PDF) of the Bid shall be submitted on the date of closure of the Bid.

Pricing: Bid Price must be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder's name). One (1) original, one (1) hard copy and 1 (one) electronic copy on compact disk (CD) in Portable Document Format (PDF) of the Bid shall be submitted on the date of closure of the Bid.

The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

- 5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope clearly marked.
- 5.12.4 Bids that are too large to fit into the tender box must be handed in at the reception desk during office hours from 08:00- 16:30 or before 11:00 on the closing date.
- 5.12.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date, **22 September 2022 and stipulated time, 11h00 am.**
- 5.12.6 Bids received after the time stipulated shall not be considered.
- 5.12.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective bidders.
- 5.12.8 **No proposal shall be accepted by NHLS if submitted in any manner other than as prescribed above.**

6. Response format

- 6.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so shall result rejecting vendor’s response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.

6.2 Schedule Index:

- 6.2.1 **Schedule 1:** Pages 1 –26 of this RFB document

6.2.2 Schedule 2: Mandatory Documents

- 6.2.2.1 An original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status.

If a Consortium, Joint Venture or Subcontractor, an original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services or a CSD Report reflecting active Tax Clearance Compliance status must be submitted for each member. (Annexure B)

- 6.2.2.2 National Industrial Participation Programme Certificate from the DTI (read paragraph 5.5 in conjunction with Annex E – SBD 5) (If applicable).
- 6.2.2.3 Central Supplier Database (CSD) Registration Report
- 6.2.2.4 General Conditions of Contract (Annexure H)
- 6.2.3 **Schedule 3:** Executive Summary of proposal
- 6.2.4 **Schedule 4:** Technical/Functionality
- 6.2.5 **Schedule 5:** Preferential Procurement Claim form and copy of the B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice.
- 6.2.6 **Schedule 6:** Bidder’s Disclosure SBD 4 (Annexure D)
- 6.2.7 **Schedule 7:** Bidder Profile:
 - 6.2.7.1 Credentials of the company/consortium members etc.
 - 6.2.7.2 Structure of the company/ consortium members etc.
 - 6.2.7.3 Partnership agreements/contracts
- 6.2.8 **Schedule 8:** Bid Price **(to be submitted in a separate envelop and marked clearly as follows: RFB number, RFB description and bidder’s name)** (Annexure C)
- 6.3 Bidder background information materials:**
 - 6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
 - 6.3.2 Standards – Include information regarding your firm’s utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm’s proposal and proposed hardware assets.
 - 6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.
 - 6.3.4 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent auditor that the financial position of the company is sound and that the company will be able to mobilise financial resources to deliver the project.
- 7. Key personnel**
 - 7.1 Identify key personnel, by employer (include subcontractor(s), and provide contact information.

8. Reasons for Disqualification

- 8.1 NHLS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 8.1.1 bidders who submitted did not sign the mandatory documents;
 - 8.1.2 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;
 - 8.1.3 bidders who received information not available to other vendors through fraudulent means;
 - 8.1.4 bidders who do not comply with **mandatory requirements** as stipulated in this RFB; and
 - 8.1.5 bidders who fail to price according to the costing template provided;
 - 8.1.6 bidders who failed to attend the compulsory briefing session and/or compulsory site

9. Bid Preparation

- 9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.
- 9.3 Telephonic, faxed, e-mailed or oral tenders shall not be accepted.

10. Oral presentations and Briefing Sessions

- 10.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to NHLS. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. NHLS shall schedule the time and location of these presentations. Oral presentations are an option of NHLS and may or may not be conducted and must not be construed as being successful in, or, awarded the tender.

11. General Conditions of Bid and Conditions of Contract

11.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully (11.2 to 11.34); otherwise their bid shall be treated as incomplete and shall be disqualified. Refer to paragraph 8 of this document (reasons for disqualification).

11.2

This bid is subject to the General Conditions of Contract stipulated in this document.	Accept	Do not Accept

11.3

The laws of the Republic of South Africa shall govern this RFB and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not Accept

11.4

NHLS shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not Accept

11.5

NHLS Procurement Services may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	Accept	Do not Accept

11.6

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not Accept

11.7

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not Accept

11.8

NHLS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not Accept

11.9

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not Accept

11.10

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not Accept

11.11

Where applicable, NHLS reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	Accept	Do not Accept

11.12

NHLS reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not Accept

11.13

Where the bid calls for commercially available solutions, bidders who offer provide future based solutions will be disqualified.	Accept	Do not Accept

11.14

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Accept	Do not Accept

11.15

Should the bidder withdraw the proposal before the proposal validity period expires, NHLS reserves the right to recover any additional expense incurred by NHLS having to accept any less favourable proposal or the additional expenditure incurred by NHLS in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not Accept

11.16

Delivery of and acceptance of correspondence between NHLS and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not Accept

11.17

	Accept	Do not Accept
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<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. NHLS shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that NHLS reserves the right to award the same proposal to next best bidders as it deems fit.</p>		
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11.18

<p>In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.</p>	Accept	Do not Accept

11.19

<p>Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, and an Amendment to the RFB will be issued. Bidders will be required to utilise the latest Amendment in preparation of their bid response.</p>	Accept	Do not Accept

11.20

<p>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.</p>	Accept	Do not Accept

11.21

Bidders who make use of subcontractors.	Accept	Do not Accept
The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between NHLS and/or its client and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

11.22

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not Accept

11.23

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not Accept

11.24

Evaluation of Bids shall be performed by a CFET established by NHLS.	Accept	Do not Accept
Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.		

11.25

Prior to the award of any tender or contract the NHLS will check the Prohibition status of recommended suppliers/ service providers on the Treasury website (restricted@treasury.gov.za) as well as the Treasury Register for Tender Defaulters (www.treasury.gov.za)	Accept	Do not Accept

11.26

The NHLS will act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.	Accept	Do not Accept

11.27

<p>The NHLS may, in addition to any other remedy that it may have against the bidder or person:</p> <ul style="list-style-type: none"> • Disqualify the bidder or person from the bidding process; • Recover all costs, losses or damages it has incurred; • or suffered as a result of that person’s conduct; • 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; • Restrict the bidder or contractor, its shareholders; • and directors, or only the shareholders and directors; • who acted on a fraudulent basis, from obtaining business; • from any organ of state for a period not exceeding 10; • years, after applying the audi alteram partem (hear the other side) rule; • Forward the matter for Blacklisting by Treasury; and • Forward the matter for criminal prosecution 	Accept	Do not Accept

11.28

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not Accept

11.29

The bidders' response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not Accept

11.30

NHLS has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	Accept	Do not Accept

11.31

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not Accept

11.32

Should the bidder change any wording or phrase in this document, the bid shall be deemed unresponsive and may lead to the disqualification of the bid response.	Accept	Do not Accept

11.33

The cost validation for Analysers and reagents for the validation will be borne by the supplier and NHLS will not be charged for this.	Accept	Do not Accept

11.34

No alternative tender offers will be considered.	Accept	Do not Accept

12. Evaluation Criteria and Methodology

12.1 Evaluation of tenders and selection of contractors'/service providers

The NHLS is a Schedule 3A Government Institution subjected to the Public Finance Management Act (PFMA), the Public Preferential Framework Act (PPFA) and Treasury Regulations/ Instructions. Bidders must assist the NHLS to eliminate corruption and fraud by completing and submitting form SBD4.

- 12.1.1. Any tender closing is followed by a Public Opening where the names and pricing of all bids received are read out to the bidders attending. NHLS tender opening officials sign the pages where pricing is indicated to prevent any alterations.
- 12.1.2. Next steps of evaluation is Administrative pre-qualification verification and the “technical” or so called “functional” evaluation which is purely based on NHLS specifications (Annexure 2) and Scope of Work. NHLS end-user department (who *requested the bid*), Procurement Services, Finance and subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by Quality Assurance (QA). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest.*
- 12.1.3. The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services and separately from the CFET meeting. B-BBEE score (commercial evaluation) is being added in order to get the final order of merit for the bidders being evaluated.
- 12.1.4. Bidders that score the minimum threshold are recommended and submitted to the NHLS Tender Evaluation Committee (TAC) for adjudication and the bid MUST be awarded to the bidder who scored the highest points (Merit 1) during the CFET and Commercial evaluation(B-BBEE). *All the members of the CFET must complete Declaration of Interest forms and must recuse themselves in case of any conflict of interest. **Should the TAC decide on a bidder other than Merit 1, this decision must be motivated as a Deviation from NHLS Policy & procedure and Treasury must be advised accordingly.***
- 12.1.5. The CEO of the NHLS must finally approve the recommendation by the TAC, in his capacity as the Accounting Officer.
- 12.1.6. Details of the successful bidder to be advertised in the Government Tender Bulletin.
- 12.1.7. Suppliers must accept the Terms & Conditions of our contract(s) which will result from the RFB document”. RFB conditions and pricing shall be fixed and firm from RFB closing date to the end of contract.

12.2 BID EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

- Stage 1: Administrative pre-qualification verification
- Stage 2: Technical Mandatory requirement evaluation
- Stage 3: Technical Functionality requirement evaluation
- Stage 4: Presentation
- Stage 5: Price / B-BBEE evaluation

NOTE: The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

12.3 ADMINISTRATIVE COMPLIANCE REQUIREMENTS

✚ Administrative compliance/responsiveness will be tested based on returnable documents submitted and signatures on the Bid documents.

✚ At this stage, it must be determined what documents are required to be returned by Bidders. Returnable documents are categorised as follows:

a) Mandatory Returnable Documents

(NOTE: Failure to provide the below listed documents WILL lead to disqualification)

1. Fully completed and Signed Bidder's Disclosure SBD 4	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the signed Bidder's Disclosure SBD 4		
2. The Service Providers to have to agree with NHLS General Conditions of Bid and Conditions of Contract	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid and Conditions of Contract		
3. Proof of Attendance of Compulsory Briefing session	Comply	Do Not Comply
Substantiation: The bidder is to indicate whether they attended the Compulsory Briefing session		

b) Essential Returnable Documents

(NOTE: Failure to provide the below listed documents MAY lead to disqualification)

Description	Comply	Do Not Comply
1. Preferential Procurement Claim form and copy of B-BBEE Verification Certificate(s) issued by an authorised body or person, or a sworn affidavit prescribed by the B-BBEE Codes of Good Practice		
2. Submission of original valid Tax Clearance Certificate or a Tax Compliance Status letter (with pin) issued by the South African Revenue Services		
3. Audited financial statements not older than two years		
4. Proof of Central Supplier Database (CSD) Registration		

12.4 The evaluation of the Bids shall be based on the 80/20 or 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Price points	80 / 90 <select relevant point>
B-BBEE status level contribution	20 / 10 <select relevant point>
Total	100 points

ANNEXURE A: Technical Specification

1 SPECIAL INSTRUCTIONS TO VENDORS

- 1.1 Should a Bidder have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the Bidder shall notify Procurement Services within ten (10) days after publication of the bid.
- 1.2 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.
- 1.3 Bidders are encouraged to promote the growth and development of SMME's, and will be assessed on their efforts in this regard during the evaluation of this Tender.

2 ACRONYMS AND ABBREVIATIONS

Term	Definition
EBS	Oracle e-Business Suite
DR	Disaster Recovery
DB	Database
NHLS	National Health Laboratory Service
PMO	Project Management Office
SLA	Service Level Agreement

3 BACKGROUND

National Health Laboratory Services [hereinafter referred to as NHLS] is a public health laboratory service with laboratories across South Africa. Its activities comprise diagnostic laboratory services, research, teaching and training, and production of sera for anti-snake venom, reagents and media.

NHLS was established in 2001 by an Act of Parliament to provide diagnostic pathology laboratory services to the National and Provincial Health Department.

4 SCOPE OF WORK

A business case written in July 2012, consisted of document management requirements, which was to have entire lab request forms and manual documents accessed electronically. The Open Text ECM solution was implemented in NHLS 2013/14 to address the requirement including Compliance, Collaboration and Communications, Cost reduction. The Green IT initiative was to be achieved by digitizing and enhancing NHLS business processes which includes scanning of lab request forms. In order to digitise/scan lab request forms, standalone scanners were required at each lab for scanning lab request forms.

The NHLS had an active Managed Print Service (MPS) contract for 5 years which started July 2013. A request was made to the service provider to provide a proposal based on the scanner requirements. In order for the service provider to address the scope of the scanner requirements for laboratories across all 6 regions, a proposal with 3 types of Kodak scanners based on lab volumes was recommended.

An addendum was made to the current MPS contract, and was signed December 2014 to accommodate the Kodak scanner requirements. Since then, over 260 scanners were distributed across the country to start the scanning process.

5 Current Scanner Distribution

The NHLS currently has 265 scanners distributed across 9 provinces (i.e., 6 regions which is Gauteng, KZN, Eastern Cape, Northwest/Free State, Limpopo/Mpumalanga, Western/Northern Cape).

Of the 265 scanners, at Head Office (Corporate), there are 3 scanners used for contract scanning. Table below shows the scanner distribution per province and region per scanner model/type.

At the regions, lab request forms are scanned on a daily basis and in some instances, 24/7.

Region	i2600	i2620	i3200	Total scanners per region
Gauteng	29	0	14	43
Eastern Cape	44	0	3	47

KZN	47	0	13	60
MP	23	0	1	24
LP	36	0	2	38
NW	14	0	1	15
FS	9	0	2	11
WC	17	0	2	20
NC	2	2	1	5
Corporate	0	0	3	3
Total Scanners	221	2	42	265

5.1 Requirements

The National Health Laboratory Services (NHLS) hereby invites suitably qualified bidders to submit proposals for Scanners, Kodak Capture Pro Software Licences Maintenance and technical support for five (5) years. The requirements are divided into three (3) parts, i.e., **Provision of stand-alone scanners and Specialised scanners (for special projects), Kodak Capture** Provision of stand-alone scanners and Specialised scanners

The appointed bidder shall be expected to deliver the following:

5.1.1 Provision of stand-alone scanners and Specialised scanners

The NHLS requires new and latest stand-alone scanners. The scanners required by the organisation should be compatible with the Kodak Capture Pro Software which was used to program the scanning solution for laboratories. Scanners required will need to be delivered at specified locations. Proof of delivery must include recipient details (name, surname, position, phone numbers, date & lab name, scanner serial numbers and model) to be scanned and emailed to the IKM department at NHLSECMSupport@nhls.ac.za. The supplier to provide the latest electronic version of the scanner details (scanner serial number, model, latest software version, lab name, delivery date/installation date) delivered to NHLS locations.

As part of the delivery, the scanners should be setup, configured with all the necessary softwares and drivers, and training on the new scanner to be provided NHLS IT Engineers.

5.1.2 Small scanner specifications

Recommended Daily Volume	Up to 10,000 pages per day
Scanning Technology	Dual CCD; Grayscale output bit depth is 256 levels (8-bit)
Optical Resolution	600 dpi
Throughput Speeds	Black-and-white/grayscale: up to 70 ppm/140 ipm at 200 dpi and 300 dpi;
Output Resolution(dpi)	75 / 100 / 150 / 200 / 240 / 250 / 300 / 400 / 500 / 600 / 1200
Feeder	Automatic feeder Up to 80 sheets of 80 g/m ²
Connectivity	USB 2.0, USB 3.2 compatible
Software Support	Fully supported by Kodak Capture Pro Software TWAIN, ISIS, WIA Drivers; Kodak Capture Pro Software Limited Edition
Imaging Features	Barcode reading; Perfect Page scanning; Deskew; Autocrop; Fixed cropping; Relative cropping
OS Support	Windows 8, 8.1,10
Display	38 mm Intuitive Colour User display to save up to 20 Job setups
Avoid Misfeeds	Active Feed technology that jogs papers
Image Quality:	Perfect Page technology built into application and no 3rd party software
Data Security:	Process scanned data exclusively through volatile memory ensuring image data is effectively erased upon shut down
Document stacking:	Controlled output stacking
Paper Handling:	Intelligent document protection and Ultrasonic Multifeed detection
Paper size	A8 – A4 paper

5.1.3 Big Scanner Specifications

Recommended Daily Volume	Up to 25, 000 pages per day
Scanning Technology	Dual CCD; Grayscale output bit depth is 256 levels (8-bit)
Optical Resolution	600 dpi
Throughput Speeds	Black-and-white/grayscale: up to 60 ppm/120 ipm at 200 dpi and 300 dpi;
Output Resolution(dpi)	75 / 100 / 150 / 200 / 240 / 250 / 300 / 400 / 500 / 600 / 1200
Feeder Capacity	Automatic feeder Up to 300 sheets of 80 g/m ² (20 lb.) paper
Connectivity	USB 2.0, USB 3.2 Gen compatible
Software Support	Fully supported by Kodak Capture Pro Software TWAIN, ISIS, WIA Drivers; Kodak Capture Pro Software Limited Edition
Imaging Features	Barcode reading; Perfect Page scanning; Deskew; Autocrop; Fixed cropping; Relative cropping; Automatic orientation
Recommended PC OS Support	INTEL CORE i7 processor @ 3.4 GHz or higher, 4 GB RAM or more WINDOWS 10 (32-bit and 64-bit), WINDOWS 8.1 (32-bit and 64-bit)
Barcode Reading	Codabar, Code 128, Code 3of 9,EAN-13, EAN-8,PDF417,UPC-A, UPC-E

File Output	BMP, JPEG, Single-page Tiff,PDF,
Paper Path Options	Documents can exit into the front output tray, or at the rear of the scanner if the straight-through paper path option is manually selected
Display	89 mm Graphical Colour Touchscreen LCD
Avoid Misfeeds	Active Feed technology that jogs papers
Image Quality:	Perfect Page technology built into application and no 3rd party software
Security over network:	Must be able to secure scans over network with HTTPS and TLS encryption
Document Stacking:	Controlled output stacking
Paper Handling:	Intelligent document protection
Paper size	A8 – A3 paper

5.1.4 Specialised Scanner Specification

Specifications of specialised scanners to be determined based on the requirements of scanning projects. Rental amount will be established for the duration of the projects.

The requirement for the initiatives is to have high volume industrial scanners which can accommodate different types of papers (brittle, old, format types, layouts), with options for flatbed and top feeder, high speed scanning etc. These scanners will be requested as and when the need arises.

5.2 Replacement / addition requirements

5.2.1 Replacement of current small scanners (i2600) with new stand-alone scanners (Like for Like)

An immediate replacement of 221 scanners to be completed within a month of contract signing. The scanners should be replaced with new high-end/latest model as per specifications in section 4.2.1 and delivered to the addresses as per **Appendix A: List of Small scanners per province – Like for Like Replacement.**

5.2.2 Replacement of current big scanners (i3200) with new stand-alone scanners (Like for Like)

An immediate replacement of 42 scanners to be completed within a month of contract signing. The scanners should be replaced with new high-end/latest model as per specifications in section 4.2.2 and delivered to the addresses as per **Appendix B: List of Big Scanner Models per province – Like for Like Replacement.**

5.2.3 Replacement Upgrade of existing scanners (from small to big scanners)

There is a requirement for upgrading smaller scanners to Big scanners due to increased lab request form volumes. An immediate replacement of 5 scanners to be completed within a month of contract signing. Scanners should be delivered

to the addresses as per **Appendix D: List of Scanner Models per province - Replacement Upgrade**. Scanners will align to the specifications in section 2.1.2.

5.2.4 Additional stand-alone scanners (Mixture of Big and Small scanners)

There is a requirement for more scanners in addition to the existing number of scanners due to increase in lab request volumes. An immediate addition of 22 scanners to be completed within a month of contract signing. Scanners should be delivered to the addresses as per **Appendix C: List of Scanner Models per province - Additions**. Scanners will align to the specifications in section 4.1.1 (Small scanners) and 4.1.2 (Big scanners).

5.3 Provision and Maintenance of Kodak Capture PRO Licences (5-year Onsite Maintenance):

The scanners currently use the Kodak Capture Pro licences, provision of the latest version of the software is required for the solution to work. The provision of licences should equal the number of scanners provisioned (i.e., immediate delivery and adhoc requests).

The 5-year Maintenance contract on the licences must include the following:

- 2 or 4 Preventative services per year on hardware and must be performed once a quarter / bi-annually to assure equipment provided is in good working condition.
- 5 Years Software Assurance that includes firmware/ version upgrades and license release from OEM in case there is PC hardware failure and software license needs to be re-installed.
- The service on all mentioned equipment and associated software will receive such inspection, adjustment, cleaning, lubrication, repair and configuration as is necessary in accordance with the manufacturers' specification, during the term of this agreement.
- All Call-outs, labour, travel and time incurred by technician to perform the preventative services for the full duration of contract.
- All remote, telephonic and email support required on software assistance for the duration of the contract by ASP.
- Any new releases of firmware, drivers or modifications that will improve the performance of the scanner, or related supplied software

5.4 Technical Support including repairs (5 Year onsite Warranty contract must include):

- All firmware/version upgrades and drivers to be done by the Service Provider
- Training of super users (NHLS IT Engineers) on the new devices and software
- All on site calls on a 24/7 basis as per laboratory requirements. All logged calls must have an acknowledgment response time of 2 hours.
- Resolution response within 4 hours
- Supply of a loan unit if hardware can't be repaired within 48 hour period from logging of call
- All labour and travel incurred for the repair on calls.
- All mechanical parts and consumables required will be replaced without charge.
- Provision of monthly reports on calls, schedule of preventative schedules be shared with the responsible laboratory.

- The supplier to provide the latest electronic version of the scanner details (scanner serial number, model, latest software version, lab name, delivery date) delivered to NHLS locations on a monthly basis.
- ASP to maintain minimum stock levels on spares and consumables in South African main store.

5.4.1 Helpdesk and Call logging procedures

- Must consist of a dedicated team of people responsible for receiving email support calls from customers and directing the requirement to the applicable resource. In addition, cc the NHLSECMsupport@nhls.ac.za.
- The call details logged on system where the progress of the call is monitored and is followed up and escalated as required.
- All calls logged must be automatically and immediately sent to the responsible technician in the region. This process results in the full call detail being delivered to the responsible person.
- Simultaneously the call detail must also be transmitted by SMS or e-mail to the technical supervisor as well as any other person/s if required.
- Allocation and closure of the call must be also recorded resulting in a full history of calls being held.
- Call details to be kept on-line for the duration of the contract.

6. PREFERENTIAL PROCUREMENT CRITERIA PREQUALIFICATION

Bidders need to take of the following:

- (1) The bidder **must comply** with ALL of the preferential procurement pre-qualification requirements in order for the bid to be accepted for further evaluation.
- (2) If the Bidder failed to comply with any of the preferential procurement pre-qualification requirements, such bid is deemed as unacceptable bid.

7. MANDATORY REQUIREMENTS

If a bidder does not comply fully with each of the mandatory requirements, it Shall be regarded as mandatory non-performance/non-compliance and the bid Shall be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required, explicitly state either “Comply/Accept (with a “Yes”)” or “Do not comply/do not accept (with a “No”)” regarding compliance to the requirements. Bidders must substantiate their responses to all mandatory questions. PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the ‘Comply’ field has been marked. Please note: All documentation to substantiate the mandatory requirements has to be supplied.

7.1 Technical Suitability: Mandatory Requirement

Bidders who fail to comply with all the mandatory requirements will be disqualified.

Partnership with Kodak for Licences.	Comply	Do Not Comply
The Bidder must provide proof of Authorised Partner certificate with Kodak indicating that they can supply Kodak Capture Pro Licences software and support scanners on national level through the certified ASP for Africa.		
Substantiation: Bidder to provide Kodak partnership certificate or letter		

8 Technical Functionality

8.1 The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements.**

The evaluation and scoring process will consider the depth, relevance, clarity and evidence provided by the Bidder on each and every requirement:

A minimum threshold of **80%** needs to be achieved to be considered for further evaluation.

REQUIREMENTS	Weight (%)	
<p>Track Record (Provision of scanners and Support Services)</p> <p>The Bidder must include references where they have provided scanners as per section 4 requirements for an organisation similar to the NHLS.</p> <p>Provide at least three (3) signed references from the companies (company names with contact numbers, contact person,)</p> <p>NHLS reserves the right to independently approach these companies without consulting the Bidder.</p>	<p>40%</p>	<p>References of providing scanners and Support Services</p> <ul style="list-style-type: none"> • 3 or more References = 40 • Between 1-2 References =20 • 0 References = 0

<p>National Footprint (Distribution and Support)</p> <p>The bidder to have a national footprint in order to provide scanners and technical services to laboratories in all nine (9) provinces.</p> <p>Provide warehouse/office physical addresses and contact details</p>	<p>40%</p>	<ul style="list-style-type: none"> • Footprint in 9 provinces=40 • Footprint between 5 and 8 provinces=20 • Footprint between 4 and 3 /<4 provinces=10 • Footprint in 0 provinces =0
<p>Live Demonstration of scanner compatibility with current NHLS Scanning program</p>	<p>20%</p>	<p>Successful demonstration = 20</p> <p>Unsuccessful demonstration = 0</p>
<p>TOTAL</p>	<p>100%</p>	
<p>THRESHOLD</p>	<p>80%</p>	

ANNEXURE B: Tax Clearance Requirements (SBD2)

- 1 It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2 In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 3 SARS shall then furnish the bidder with a Tax Clearance Certificate that shall be valid for a period of one (1) year from the date of approval.
- 4 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate shall result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate shall not be acceptable.
- 5 In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- 6 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers shall need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname																																					
First names																																					
ID/Passport no															Income Tax ref no																						
Telephone no	CODE			NUMBER															Fax no	CODE			NUMBER														
E-mail address																																					
Physical address																																					

Particulars of tender (If applicable)

Tender number																												
Estimated Tender amount	R											,																
Expected duration of the tender			year(s)																									
Particulars of the 3 largest contracts previously awarded																												
Date started	Date finalised	Principal	Contact person	Telephone number	Amount																							

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.

2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...

3. **SARS shall, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**

4. Your Tax Clearance Certificate shall only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

ANNEXURE C: Pricing Schedule

Please indicate your total bid price here: R_____ (Vat Exclusive)

Important:

It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the total bid price indicated above shall be considered the correct price.

The following must be noted:

1. All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
2. All prices must be firm and fixed from the tender closing date and for the duration of the contract
3. All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.
4. All bidders must cost according to the costing template provided or this will lead to disqualification.
- 5.

The cost of installation, delivery, site preparation etc. Must be included in this proposal.	Comply	Do Not comply
Substantiate / Comments		

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Do Not comply
Substantiate / Comments		

7.

The bidder must indicate clearly which portion of the purchase price as well as the monthly costs is linked to the exchange rate.	Comply	Do Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Do Not comply
Substantiate / Comments		

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

<p>Name of bidder: _____</p> <p>Bid number: RFB 023/21/22 Closing Time 11:00 am Closing date: 22 September 2022</p> <p>Bid Price (Vat incl.) R_____</p>

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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NO.	** (ALL APPLICABLE TAXES INCLUDED)
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- **Required by:** _____
- **At:** _____
- **Brand and model** _____
- **Country of origin** _____
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)** _____
- **Period required for delivery** _____

***Delivery: Firm/not firm**

- **Delivery basis** _____

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

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

***Delete if not applicable**

PRICING SCHEDULE

PRICING TEMPLATE

Bidders *must* provide the NHLS with costing information for a 5-year contract duration for both licenses and rental support services. The bid price quoted must be inclusive as per the scope of work.

Note:

- Bidder must complete the pricing as per tables below.
- Prices must be provided in South African Rand (R)
- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE
- NHLS reserves the right to choose the most effective costing model.

Price Proposal

Provide five (5) year pricing for both licenses and rental support services

Pricing used here must tie back to the list price and formula provided to workout NHLS costing	Comply	Not Comply

Substantiate / Comments

A. Small Scanners

Small Scanner rental cost per month for Five (5) years including licences and support

Costing Table: Placement	Quantity	Monthly Cost in Year 1 (VAT Incl.)	Annual Cost Year 1 (VAT Excl.)	Monthly Cost in Year 2 (VAT Incl.)	Annual Cost Year 2 (VAT Excl.)	Monthly Cost in Year 3 (VAT Incl.)	Annual Cost Year 3 (VAT Excl.)	Monthly Cost in Year 4 (VAT Incl.)	Annual Cost Year 4 (VAT Excl.)	Monthly Cost in Year 5 (VAT Incl.)	Annual Cost Year 5 (VAT Excl.)	Total Annual Cost Year 1 to 5 (VAT Incl.)
Placement Cost	1	R	R	R	R	R	R	R	R	R	R	R
Service and Kodak Capture Pro Licence Maintenance Costs		R	R	R	R	R	R	R	R	R	R	R
Consumables Needed During Preventative Maintenance		R	R	R	R	R	R	R	R	R	R	R
Insurance		R	R	R	R	R	R	R	R	R	R	R
Subtotal (VAT Excl.)		R	R	R	R	R	R	R	R	R	R	R
VAT (15%)	R	R	R	R	R	R	R	R	R	R	R	R
Total Price (VAT Incl.)	R	R	R	R	R	R	R	R	R	R	R	R
												TOTAL BID PRICE

B. Big Scanners

Big Scanner rental cost per month for Five (5) years including licences and support

Costing Table: Placement	Quantity	Monthly Cost in Year 1 (VAT Incl.)	Annual Cost Year 1 (VAT Excl.)	Monthly Cost in Year 2 (VAT Incl.)	Annual Cost Year 2 (VAT Excl.)	Monthly Cost in Year 3 (VAT Incl.)	Annual Cost Year 3 (VAT Excl.)	Monthly Cost in Year 4 (VAT Incl.)	Annual Cost Year 4 (VAT Excl.)	Monthly Cost in Year 5 (VAT Incl.)	Annual Cost Year 5 (VAT Excl.)	Total Annual Cost Year 1 to 5 (VAT Incl.)
Placement Cost	1	R	R	R	R	R	R	R	R	R	R	R
Service and Kodak Capture Pro Licence Maintenance Costs		R	R	R	R	R	R	R	R	R	R	R
Consumables Needed During Preventative Maintenance		R	R	R	R	R	R	R	R	R	R	R
Insurance		R	R	R	R	R	R	R	R	R	R	R
Subtotal (VAT Excl.)		R	R	R	R	R	R	R	R	R	R	R
VAT (15%)	R	R	R	R	R	R	R	R	R	R	R	R
Total Price (VAT Incl.)	R	R	R	R	R	R	R	R	R	R	R	R
												TOTAL BID PRICE

C. Specialised High Volume Scanner rental cost per month for Five (5) years

Specialised Scanner rental cost per month for Five (5) years including licences and support

Costing Table: Placement	Quantity	Monthly Cost in Year 1 (VAT Incl.)	Annual Cost Year 1 (VAT Excl.)	Monthly Cost in Year 2 (VAT Incl.)	Annual Cost Year 2 (VAT Excl.)	Monthly Cost in Year 3 (VAT Incl.)	Annual Cost Year 3 (VAT Excl.)	Monthly Cost in Year 4 (VAT Incl.)	Annual Cost Year 4 (VAT Excl.)	Monthly Cost in Year 5 (VAT Incl.)	Annual Cost Year 5 (VAT Excl.)	Total Annual Cost Year 1 to 5 (VAT Incl.)
Placement Cost	1	R	R	R	R	R	R	R	R	R	R	R
Service and Kodak Capture Pro Licence Maintenance Costs		R	R	R	R	R	R	R	R	R	R	R
Consumables Needed During Preventative Maintenance		R	R	R	R	R	R	R	R	R	R	R
Insurance		R	R	R	R	R	R	R	R	R	R	R
Subtotal (VAT Excl.)		R	R	R	R	R	R	R	R	R	R	R
VAT (15%)	R	R	R	R	R	R	R	R	R	R	R	R
Total Price (VAT Incl.)	R	R	R	R	R	R	R	R	R	R	R	R
												TOTAL BID PRICE

Note: Other costs must be clearly defined (outlining all assumptions) and a detailed Break down thereof must be provided in separate documents.

Pricing used here must tie back to the list price and formula provided to workout NHLS costing. Any discounts must be clearly document for future reference and criteria used to provide such discount. It must also be stated whether the discounts are a once off or can be expected for future requirements and what logic has been used to apply the discount (volumes based or total cost being above certain value).

Appendix A: List of Small Scanner Models per province – (Like for Like Replacement)

Laboratory	Department	Physical Address	Region	Business Unit	Scanner Model
Inkosi Albert Luthuli	Virology	IALCH - 800 Bellair Road Mayville, 4058 level 5, Virology lab	KZN	IALH - Academic complex	i2600
	Histo	IALCH - 800 Bellair Road Mayville, 4058 IALCH level 3, Anat Path lab, Private Bag X03, Mayville 4058	KZN	IALH - Academic complex	i2600
Madadeni Laboratory	LSS	Hospital Road, Madadeni Township	KZN	Inland	i2600
Hlabisa Laboratory	LSS	NHLS -Hlabisa Laboratory, Hlabisa Hospital, Hlabisa Hospital Road, Hlabisa, 3937	KZN	MkhanyaZulu	i2600
Northdale Laboratory	LSS	NHLS - Northdale Hospital -Laboratory - Chota Motala Road, Pietermaritzburg	KZN	Midlands	i2600
Keh	Microbiology	KEH - Gate No. 2, Francios Road, Congella 4013 KEH , Micro lab,2nd floor, lab building,Private BagX02,Congella 4013	KZN	KEH - Academic Complex	i2600
Ladysmith Laboratory	LSS	36 Malcolm Road, Ladysmith, 3370	KZN	Midlands	i2600
Durban Public Health Laboratory	LSS	NHLS Building, 3rd Floor, 149 Prince Street South Beach, Durban 4001	KZN	Ethekwini South	i2600
Benedictine Laboratory	LSS	Main Street, Nongoma, 3950, P O Box 1505, NONGOMA,3950	KZN	MkhanyaZulu	i2600
King Dinuzulu Laboratory	LSS	Dr R D Naidoo Dr & Viola Road, Durban, 4091	KZN	Ethekwini South	i2600
Vryheid Laboratory	LSS	Coswald Brown Street, Vryheid, 3100, P/Bag X9071, VRYHEID,3100	KZN	MkhanyaZulu	i2600
Eshowe Laboratory	LSS	Care of Eshowe Hospital, Kangalla Road, Eshowe, 3815	KZN	ILembe-UTHungulu	i2600
Scottburgh Laboratory	LSS	Scottburgh Laboratory, CJ Crookes Hospital, 1 Hospital Road, Scottburgh, 4180	KZN	Harry Gwala Ugu	i2600

Charles Johnson Memorial Hospital	LSS	Khulu Mtolo 083 773 4888/034 271 0665 khulu.mtolo@nhls.ac.za 87500	KZN	Inland	i2600
Empangeni Laboratory	LSS	NHLS Laboratory, Empangeni Hospital, 29 Union Street, Empangeni, 3880	KZN	ILembe-UThungulu	i2600
Estcourt Laboratory	LSS	Hospital Road, Escourt, 3310	KZN	Midlands	i2600
Bethesda Laboratory	LSS	NHLS - Bethesda Laboratory, Bethesda Hospital, Main Road, Ubombo, 3970	KZN	MkhanyaZulu	i2600
Nkonjeni Laboratory	LSS	Mahlabathini, Nkonjeni, 3865, P/Bag X509, Mahlabathini,3865	KZN	MkhanyaZulu	i2600
Manguzi Laboratory	LSS	NHLS -Manguzi Laboratory, Manguzi Hospital, Manguzi Hospital Road, Kwangwanase 3973	KZN	MkhanyaZulu	i2600
Church Of Scotland Laboratory	LSS	R33 off Dundee Road, Tugela Ferry	KZN	Inland	i2600
Wentworth Laboratory	LSS	Wentworth Laboratory, 1 Boston Road, Wentworth, 4052	KZN	Ethekwini South	i2600
Osindisweni Laboratory	LSS	NHLS Laboratory Osindisweni Hospital Oakford Road, Verulam, 3200	KZN	Ethekwini South	i2600
Christ The King Laboratory	LSS	Peter Hauff Drive, Ixopo, 3276	KZN	Harry Gwala Ugu	i2600
Mseleni Laboratory	LSS	NHLS -Mosvold Laboratory, Mosvold Hospital, Ingwavuma Main Road, Ingwavuma, 3968	KZN	MkhanyaZulu	i2600
Newcastle Laboratory	LSS	4 Hospital Road, Newcastle, 2940	KZN	Inland	i2600
Itshelejuba Laboratory	LSS	N2 Phumphulo & Pietretief, 2380 P/Bag X0047, Pongola,	KZN	MkhanyaZulu	i2600
Greytown Laboratory	LSS	Bell Street Ext., Greytown, 3250	KZN	Inland	i2600
Dundee Laboratory	LSS	121 McKenzie Street, Provincial Hospital, Dundee, 3000	KZN	Inland	i2600
St Andrews Laboratory	LSS	St Andrews Laboratory, 14 Moodie Street, Harding, 4680	KZN	Harry Gwala Ugu	i2600
Mosvold Laboratory	LSS	NHLS -Mosvold Laboratory, Mosvold Hospital, Ingwavuma Main Road, Ingwavuma, 3968	KZN	MkhanyaZulu	i2600
St Apollinaris Laboratory	LSS	Centocow Mission Centocow	KZN	Harry Gwala Ugu	i2600
Kokstad Laboratory	LSS	Elliot Street, Kokstad, 4700	KZN	Harry Gwala Ugu	i2600
Rietvlei Laboratory	LSS	Stafford Post . Umzimkhulu	KZN	Harry Gwala Ugu	i2600
Appelsbosch Laboratory	LSS	Appelsbosch Mission Ozwantini 3242	KZN	Midlands	i2600
Emmaus Laboratory	LSS	Cathedral Peak Road, Winterton, 3340	KZN	Midlands	i2600
Montebello Laboratory	LSS	On Fawn Leas Road in Montebello	KZN	ILembe-UThungulu	i2600

Murchison Laboratory	LSS	Murchison Laboratory, Murchison Hospital, Main Port Shepstone, Harding Road	KZN	Harry Gwala Ugu	i2600
Catherine Booth Laboratory	LSS	NHLS Laboratory, Catherine Booth Hospital, Kwa Khoza Reserve, Sugar Mill, Amatikulu, 3970	KZN	ILembe-UThungulu	i2600
Ceza Laboratory	LSS	Ceza Farm, 3866, P/Bag X200, CEZA,3866	KZN	MkhanyaZulu	i2600
Nkandla Laboratory	LSS	Mbatha Lane, Nkandla, 3855	KZN	ILembe-UThungulu	i2600
St Mary's Laboratory	LSS	Magwaza Hospital, Kwa Magwaza Road, Melmoth 3835	KZN	ILembe-UThungulu	i2600
Mbongolwane Laboratory	LSS	Ntumeni Road, 3830	KZN	ILembe-UThungulu	i2600
Dumbe Laboratory	LSS	Stand no 463, Dumbe Main Road, Paulpietersburg,3180 P/Bag X322, Paulpietersburg, 3180	KZN	ILembe-UThungulu	i2600
Umphumulo Laboratory	LSS	NHLS Laboratory Umphumulo - R 74, 40km from Stanger to Kranskop, Maphumulo, 4470	KZN	ILembe-UThungulu	i2600
Untunjambili Laboratory	LSS	NHLS Laboratory, Untunjambili Hospital, (along Kranskop way) Private Bag X216, Kranskop, 3268	KZN	ILembe-UThungulu	i2600
Ekhombe Laboratory	LSS	Ekhombe Hospital, Kranskop	KZN	ILembe-UThungulu	i2600
Khayelisha	LSS	Khayelitsha Site B, Community Hospital, Cnr Bonga & Lwandle road, Khayelitsha	WC	Western Cape	i2600
George	LSS	George Hospital, York Road, George, 6530	WC	Western Cape	i2600
Helderberg	LSS	Hottentots Holland Hospital Complex, Cnr Batavia & Hospital Road, Somerset West, 7131	WC	Western Cape	i2600
Hermanus	LSS	NHLS, Hermans Hospital, Hospital Road, Hermanus	WC	Western Cape	i2600
Karl Bremer	LSS	Medical Emergency Unit, Cnr. Mike Pienaar & 12th Avenue, Karl Bremer Hospital, Bellville, 7530	WC	Western Cape	i2600
Knysna	LSS	NHLS, Ground Floor, Knysna Provincial Hospital, Main Road, Knysna, 6570	WC	Western Cape	i2600
Mitchell's Plain	LSS	NHLS, c/o Mitchell's Plain Hospital, AZ Berman Drive, Mitchells Plain 7785	WC	Western Cape	i2600
Mossel Bay	LSS	21st Avenue, Mosselbay	WC	Western Cape	i2600
Oudtshoorn	LSS	Oudtshoorn Hospital, Oudtshoorn, 6620	WC	Western Cape	i2600
Westcoast District	LSS	Admin Block, Vredenburg Hospital, Voortreker Road, Vredenburg, 7380	WC	Western Cape	i2600
Paarl	LSS	Old Nursing Home, Paarl Hospital, Cnr. Hospital & Breda Street, Paarl, 7622	WC	Western Cape	i2600
Vredendal	LSS	Vredendal Hospital Complex, Kooperasie Street, Vredendal, 8160	WC	Western Cape	i2600

Beaufort West	LSS	Beaufort West Hospital, Voortrekker Street, Beaufort West, 6970	WC	Western Cape	i2600
Pollsmoor Correctional Service	LSS	Medium A Hospital Pollsmoor Prison, Ou Kaapse Weg, Tokai 7966	WC	Western Cape	i2600
Groote Schuur	LSS	Groote Schuur Hospital, Floor C17, NHLS,Anzio Rd, Observatory, 7925 Cape Town	WC	GSH	i2600
	Haematology	Groote Schuur Hospital, Floor C17, NHLS,Anzio Rd, Observatory, 7925 Cape Town	WC	GSH	i2600
Worcester	LSS	Eben Donges Hospital, 73 Suggest Street, Worcester, 6850	WC	Western Cape	i2600
Springbok	LSS	Dr. van Niekerk Hospital, Hospital Street, Springbok, 8240	NC	Northern Cape	i2620
Upington	LSS	Cnr 26 Turner & Upington, Dr Harry Surtie Hospital, Upington 8800	NC	Northern Cape	i2620
Tshwaragano	LSS	Tshwaragano Hospital, Main Road, Batlharos Village, Kuruman, 8460	NC	Northern Cape	i2600
De Aar	LSS	Central Karoo Hospital, Visser Street, De Aar, 7000	NC	Northern Cape	i2600
Ganyesa	LSS	Ganyesa District Hospital, Vryburg - Tosca Road, Ganyesa	NW	NorthWest	i2600
Joe Morolong/Huhudi	LSS	Joe Morolong Hospital, South Street, Vryburg, 8600	NW	NorthWest	i2600
East London	Cytology	NHLS,Frere Hospital,No 1Amalinda Rd,East London	EC	Buffalo City & Amathole	i2600
Cecilia Makiwane	LSS	NHLS,Cecilia Makiwane Hospital,Billie Rd,Mdantsane	EC	Buffalo City & Amathole	i2600
Queenstown	LSS	NHLS,Frontier Hospital,Kingsway Rd,Queenstown	EC	OR Tambo & Chris Hani	i2600
Bisho	LSS	NHLS,Bisho Hospital,Komga Rd,Bisho	EC	Buffalo City & Amathole	i2600
Aliwal North	LSS	NHLS,Aliwal North Hospital,Park View, Aliwal North	EC	North Transkei	i2600
Victoria	LSS	NHLS,Victoria Hospital,Ntselamanzi Rd,Alice	EC	Buffalo City & Amathole	i2600
Victoria	LSS	NHLS,Victoria Hospital,Ntselamanzi Rd,Alice	EC	Buffalo City & Amathole	i2600
Empilisweni	LSS	NHLS, Emplisweni Hospital,Umlamli Rd, Sterkspruit	EC	North Transkei	i2600
Hewu	LSS	NHLS, Hewu Hospital,Ekuphumuleni Main Rd,Wittlesea	EC	OR Tambo & Chris Hani	i2600
Glen Grey	LSS	NHLS,Glen Grey Hospital,Indwe Rd, Lady Frere	EC	OR Tambo & Chris Hani	i2600

Ss Gida	LSS	NHLS, SS Gida Hospital,Cata Str, Kieskamahoek	EC	OR Tambo & Chris Hani	i2600
Butterworth	LSS	NHLS,Butterworth Hospital,Scanlan Str,Butterworth	EC	Buffalo City & Amathole	i2600
All Saints	LSS	All Saints Lab No 1636 Mtata road All saints Hosp, Engcobo	EC	OR Tambo & Chris Hani	i2600
Dr. Malizo Mpehle Memorial	LSS	Room 082, Dr MMM Hospital, Tsolo town	EC	Alfred Nzo & Joe Gqabi	i2600
Madwaleni	LSS	NHLS Building, Madwaleni Hospital , Xhora AA	EC	Buffalo City & Amathole	i2600
St Barnabas	LSS	Room 84 Underground floor, St Barnabas Hospital, Ntlaza, Libode	EC	OR Tambo & Chris Hani	i2600
Willowvale	LSS	NHLS, Willowvale Hospital,Kobinn Rd,Willowvale	EC	Buffalo City & Amathole	i2600
Cala	LSS	NHLS.Cala Hospital,Druly Lane Str,Cala	EC	OR Tambo & Chris Hani	i2600
Canzibe	LSS	Canzibe Hospital, Ngqeleni	EC	OR Tambo & Chris Hani	i2600
Cofimvaba	LSS	NHLS,Cofimvaba Hospital,Zigudu Rd,Cofimvaba	EC	OR Tambo & Chris Hani	i2600
Zitulele	LSS	Zitulele Hospital, Mqanduli (Park Home)	EC	OR Tambo & Chris Hani	i2600
Uitenhage	LSS	Uitenhage Provincial Hospital. Channer Street, Uitenhage	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Dora	LSS	Dora Nginza Hospital, Spondo street, Zwide, Port Elizabeth	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Port Elizabeth	LSS	C/O Buckingham & Eastbourne Rd, 4th floor, Mount Croix, PE	EC	Nelson Mandela Bay & Saarah Baartman	i2600
	Chem Path	Provincial Hospital - P2 LAB	EC	Nelson Mandela Bay & Saarah Baartman	i2600
	Cytology	C/O Buckingham & Eastbourne Rd, 5th floor, Mount Croix, PE	EC	Nelson Mandela Bay & Saarah Baartman	i2600
	Micro	C/O Buckingham & Eastbourne Rd, 1th floor, Mount Croix, PE	EC	Nelson Mandela Bay & Saarah Baartman	i2600
	Histology	C/O Buckingham & Eastbourne Rd, 7th floor, Mount Croix, PE	EC	Nelson Mandela Bay & Saarah Baartman	i2600
	TB	C/O Buckingham & Eastbourne Rd, 2th floor, Mount Croix, PE	EC	Nelson Mandela Bay & Saarah Baartman	i2600

Grahamstown Lab	LSS	Settlers Hospital, Milner Street, Grahamstown	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Somerset East Lab	LSS	Andries Vosloo Hospital, Charles Street, Somerset East	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Graaff Reinet Lab	LSS	Midland Hospital, Albertyn Street, Graaff Reinet	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Humansdorp Lab	LSS	Kouga Partner Hospital, Du Plessis Street, Human Resources	EC	Nelson Mandela Bay & Saarah Baartman	i2600
Cradock Lab	LSS	Provincial Hospital , Hospital Street, Cradock, 5880	EC	OR Tambo & Chris Hani	i2600
Port Alfred Lab	LSS	Kowie Hospital, Southwell Street, Port Alfred	EC	Nelson Mandela Bay & Saarah Baartman	i2600
St Elizabeth	LSS	St. Elizabeth Hospital, Lusikisiki, 4820	EC	North Transkei	i2600
St Patrick's	LSS	1st floor Dentist & Lab Building, St. Patrick's Hospital, Bizana, 4800	EC	North Transkei	i2600
Madzikane Ka Zulu	LSS	Madzikane kaZulu Hospital, N2 Free way to Mthatha, Mt Frere	EC	Alfred Nzo & Joe Gqabi	i2600
Matatiele	LSS	Matatiele Taylor Bequest, 1 Main Street, Matatiele, 4730 (Park Home)	EC	North Transkei	i2600
Holy Cross	LSS	Room A44, Holy Cross Hospital, Flagstaff, 4810	EC	North Transkei	i2600
Mt. Ayliff	LSS	Mt. Ayliff Hospital, Mt. Ayliff, 4735 (Park Home)	EC	North Transkei	i2600
Taylor Bequest	LSS	Taylor Bequest Hospital, Mt. Fletcher 4770 via Matatiele 4730 (Park Home)	EC	Alfred Nzo & Joe Gqabi	i2600
Witbank	LSS	Witbank Provincial Hospital President Street Witbank 1035	MP	Gert Sibanda Nkangala	i2600
	LSS	Witbank Provincial Hospital President Street Witbank 1035	MP	Gert Sibanda Nkangala	i2600
Middelburg	LSS	Middelburg Hospital, cnr Church & Hospital	MP	Gert Sibanda Nkangala	i2600
Ermelo	LSS	Ermelo Provincial Hospital, 1 Joubert Street, Ermelo, 2350	MP	Gert Sibanda Nkangala	i2600
	LSS	Ermelo Provincial Hospital, 1 Joubert Street, Ermelo, 2350	MP	Gert Sibanda Nkangala	i2600
Embhuleni	LSS	Embhuleni Provincial Hospital, Eestehoek, 1192	MP	Gert Sibanda Nkangala	i2600
Standerton	LSS	Standerton Provincial Hospital, Standerton 2430	MP	Gert Sibanda Nkangala	i2600
Volksrust	LSS	Amjuba Hospital Hospital Street Volksrust 2470	MP	Gert Sibanda Nkangala	i2600
Piet Retief	LSS	Piet Retief Provincial Hospital, Piet Retief, 2380	MP	Gert Sibanda Nkangala	i2600
Evander	LSS	Evander Provincial Hospital, Bologna Street, 2280	MP	Gert Sibanda Nkangala	i2600

Bethal	LSS	Bethal Provincial Hospital, 4th Street, Bethal, 2310	MP	Gert Sibanda Nkangala	i2600
Nelspruit	LSS	Rob Ferreira Hospital, cnr Dan Pienaar & Piet Retief Street, Nelspruit,1200	MP	Ehlanzeni	i2600
Barberton	LSS	Barberton Provincial Hospital, 1 Hospital Street, Barberton, 1300	MP	Ehlanzeni	i2600
Themba	LSS	Themba Hospital, Kabokweni, 1345	MP	Ehlanzeni	i2600
Shongwe	LSS	Shongwe Mission Hospital, Jeppie;s Reef Road, Malelane district, 1331	MP	Ehlanzeni	i2600
Tonga	LSS	Tonga Provincial Hospital, Tonga Nkomazi East 1341	MP	Ehlanzeni	i2600
Delmas	LSS	C/O Bernice Samuel Hospital, 2 Hospital Road, Delmas 2210	MP	Gert Sibanda Nkangala	i2600
Mapulaneng	LSS	Mapulaneng Hospital Bushbuck Ridge	MP	Ehlanzeni	i2600
Tintswalo	LSS	Tintswalo Hospital, Parallel to Railwayline and Main Road, Tintswalo	MP	Ehlanzeni	i2600
Matikwana	LSS	Matikwane Hospital,413C Mkhuhlu Main Road, Hazyview district 1246	MP	Ehlanzeni	i2600
Lydenburg	LSS	Lydenburg Hospital, 32 Berg street, Lydenburg	MP	Ehlanzeni	i2600
Kwa Mhlanga	LSS	KwaMhlanga Hospital, 1128 Solomon Mahlangu Drive, Section C,KwaMhlanga, 1022	MP	Gert Sibanda Nkangala	i2600
Mmamethlake	LSS	Mmamethlake Hospital, Mmamethlake	MP	Gert Sibanda Nkangala	i2600
Polokwane	LSS	Pietesburg hospital, Cnr dorp & hospital street	LP	Capricorn	i2600
Lebowakgomo	LSS	Lebowakgomo hospital, Zone A, zebediele road (R518)	LP	Capricorn	i2600
Jane Furse	LSS	Jane Furse hospital, Mamone road	LP	Sekhukhune Waterberg	i2600
Mokopane	LSS	Mokopane hospital, Dudumadisha drive, Mahwelereng	LP	Sekhukhune Waterberg	i2600
Potgieterus	LSS	Potgietesrus hospital, Voortrekker, 2 geyser road	LP	Sekhukhune Waterberg	i2600
Philadelphia	LSS	Philadelphia hospital road, Dennilton 1030	LP	Sekhukhune Waterberg	i2600
Ellisras	LSS	Ellisras provincial hospital, Chris Hani road, Lephalale, 0555	LP	Sekhukhune Waterberg	i2600
Thabazimbi	LSS	Thabazimbi no 10, 1 st avenue	LP	Sekhukhune Waterberg	i2600

Bela-Bela	LSS	Bela bela hospital, Chrishani drive, bela	LP	Sekhukhune Waterberg	i2600
Donald Fraser	LSS	Donald fraser hospital Vhufuli village, Thohoyandou	LP	Vhembe Mopani	i2600
Elim	LSS	Elim hospital, Elim village along the	LP	Vhembe Mopani	i2600
Malamulele	LSS	Hospital street, malamulele, opposite Hlekane Complex	LP	Vhembe Mopani	i2600
Giyani	LSS	Nkhensani hospital, R81 road, Limpopo	LP	Vhembe Mopani	i2600
Siloam	LSS	Siloam hospital, N1-N turn off Thohoyandou, Nzhelelel village	LP	Vhembe Mopani	i2600
Kgapane	LSS	Kgapane hospital, Duiwelskloof on Modjadji road	LP	Vhembe Mopani	i2600
Tzaneen	LSS	3 rd Avenue, Van Velden hospital, claude whealty street, Tzaneen	LP	Vhembe Mopani	i2600
Cn Phatudi	LSS	CN Phatudi hospital Shiluvani road, via make road	LP	Vhembe Mopani	i2600
Namakgale	LSS	Maphuta malatjie hospital, maphuta street, Namakgale	LP	Vhembe Mopani	i2600
Louis Trichardt	LSS	Cnr hospital and Snyman streets, Louis Trichardt	LP	Vhembe Mopani	i2600
Musina	LSS	Musina hospital, Cnr Iversen & Whyte road Musina	LP	Vhembe Mopani	i2600
Botlokwa	LSS	Botlokwa hospital, Matoks village, Dwars river 2km along Ramokgopa route off N1 north	LP	Capricorn	i2600
Sekororo	LSS	Sekororo hospital, R74 road, Trichardstal	LP	Vhembe Mopani	i2600
St Ritas	LSS	St. Ritas hospital Nebojanefure road, Glencowe	LP	Sekhukhune Waterberg	i2600
Nylstroom	LSS	Nylstroom hospital, ALF makaleng street, Modimolle	LP	Sekhukhune Waterberg	i2600
George Masebe	LSS	George Masebe, Marulaneng village, Bakenburg, Mokopane	LP	Sekhukhune Waterberg	i2600
Dilokong	LSS	Dilokong hospital, Burgersfort road & main Driekop	LP	Sekhukhune Waterberg	i2600
Seshego	LSS	Seshego hospital, Cnr hospital & Nelson Mandela drive	LP	Capricorn	i2600
Helene Frans	LSS	Helen Franz hospital, Senwabarwana township, 0790	LP	Capricorn	i2600
Witpoort	LSS	Witpoort hospital, stand no 1, Thabo Mbeki street	LP	Sekhukhune Waterberg	i2600

Matlala	LSS	Matlala hospital, Tsimanyane village, Marble hall	LP	Sekhukhune Waterberg	i2600
Wf Nobel	LSS	Knobel hospital,	LP	Capricorn	i2600
Mecklenburg	LSS	Mecklenburg hospital, Moroke village	LP	Sekhukhune Waterberg	i2600
Zebediela	LSS	Zebediele hospital, Magatle village	LP	Capricorn	i2600
Groblesdal	LSS	Groblesdal hospital, 18 voortrekker road,0470	LP	Sekhukhune Waterberg	i2600
Tshepong	TB Referral	Tshepong Hospital,42 benji oliphant road; Klerksdorp	NW	NorthWest	i2600
Wolmaransstad	LSS	Nic Bodenstein Hospital, Van Rensburg Str, Wolmaransstad	NW	NorthWest	i2600
Mafikeng	LSS	Mafikeng Provincial Hospital, Mareetsane Rd,Next to Vryburg Road Danville, Mafikeng	NW	NorthWest	i2600
	LSS	Mafikeng Provincial Hospital, Mareetsane Rd,Next to Vryburg Road Danville, Mafikeng	NW	NorthWest	i2600
Lehurutshe	LSS	Lehurutse Hospital, Next to Taletso College of Education	NW	NorthWest	i2600
Thusong	LSS	Thusong Hospital, C/O Itsoseng and Lichtenburg Mafikeng Road	NW	NorthWest	i2600
Gelukspan	LSS	Gelukspan Hospital , Itsoseng / Mareetsane Rd, Next to Radithuso Post office, Gelukspan Village, Mafikeng	NW	NorthWest	i2600
Taung	LSS	Taung District Hospital, Manthe Rd,Taung	NW	NorthWest	i2600
Rustenburg	LSS	Job Simankana Tabane Hospital, C/O Bosch & Mandela Str, Rustenburg	NW	NorthWest	i2600
Moses Kotane	LSS	Moses Kotane Hospital,Phatsima Rd, Ledig	NW	NorthWest	i2600
Brits	LSS	Brits Hospital,1 van velden, Brits	NW	NorthWest	i2600
Potchefstroom	LSS	Potchefstroom Hospital,C/O Chris Hani and Kruis	NW	NorthWest	i2600
Bloemfontein Universitas	Histo	Francois Retief bld Block C, LG Floor	FS	FreeState - Universitas-Histo	i2600
	Cyto	Francois Retief bld Block C	FS	FreeState - Universitas-Cyto	i2600
National District Hospital	National Stats Lab	National District Hospital,7 Roth avenue Bloemfontein	FS	FreeState - Universitas	i2600

Kroonstad	LSS	NHLS Laboratory, Boitumelo Hospital, Small deal Road, Kroonstad, 9499	FS	FreeState	i2600
Bethlehem	LSS	NHLS Laboratory, Dihlabeng Hospital, Bloodbank Building, Eeufees street, Bethlehem	FS	FreeState	i2600
Sasolburg	LSS	NHLS Laboratory, 08 Langenhoven Street, Fezi Ngubentombi Hospital, Sasolburg, 1947	FS	FreeState	i2600
Botshabelo	LSS	NHLS Laboratory, Botshabelo District Hospital, Police station road, Botshabelo, 9781	FS	FreeState	i2600
Manapo	LSS	NHLS Laboratory, Mof. Manapo Mopeli Regional Hospital, 2 Motebang street, phuthaditjhaba	FS	FreeState	i2600
Welkom	LSS	NHLS Laboratory, Bongani Regional Hospital, Mothusi Road, Welkom, 9460	FS	FreeState	i2600
Chris Hani Baragwanath	Anatomical	Chris Hani Baragwanath Hospital, National Health Laboratory Service (Building), 4th Floor /Receiving Office Department, Chris Hani Road Soweto	GP	CHBAH	i2600
Bheki Mlangeni(Depo)	Depo LSS	2190 ,Bolani RD, Jabulani, Soweto	GP	CHBAH	i2600
CMJAH	Anatomical	Histopathology, Charlotte Maxeke Johannesburg Academic Hospital	GP	CMJAH	i2600
	Infection Control	infection control services wits medical school, 7 York Road Parktown	GP	CMJAH	i2600
	LSS (Braam)	Cnr De Korte and Hospital Street, Braamfontein	GP	CMJAH	i2600
	LSS	1 cnr slint mazibuko and rev namane drive, Tembisa Hospital, Tembisa	GP	Ekurhuleni Tshwane	i2600
Berthagxowa(Germiston)	LSS	12 Angus Street Bertha Gxowa Hospital, Germiston, 1400	GP	Ekurhuleni Tshwane	i2600
Rahimamoosa(Coronation)	LSS	Coronation Hospital, 64 Oostroom and Fuel , Newclere	GP	Johannesburg-Sedibeng-WestRand	i2600
Tambo Memorial	LSS	cnr Hospital and Railway Street, Tambo Memorial Hospital, Boksburg	GP	Ekurhuleni Tshwane	i2600
Far East Rand	LSS	Hospital Road, FarEast Rand Hosptial, Springs	GP	Ekurhuleni Tshwane	i2600
Pholosong	LSS	90 Ndaba Street, Pholosong Hospital, Brakpan	GP	Ekurhuleni Tshwane	i2600
Braamfontein	LSS	Cnr De Korte and Hospital Street, Braamfontein	GP	Johannesburg-Sedibeng-WestRand	i2600
	Cytology	Cnr De Korte and Hospital Street, Braamfontein	GP	Johannesburg-Sedibeng-WestRand	i2600
Thellemogoerane(Natalspruit)	LSS	12390 nguza street, Thelle Mogoerane Hospital, Block B second floor	GP	Ekurhuleni Tshwane	i2600

Kopanong	LSS	Kopanong Hospital, Casino Road, Vereeniging	GP	Johannesburg-Sedibeng-WestRand	i2600
Yusuf Dadoo	LSS	cnr memorial and hospital, Yusuff Dadoo Hospital, Krugersdrop	GP	Johannesburg-Sedibeng-WestRand	i2600
Jubilee	LSS	Stand No 9, Jubilee Road, Hammanskraal, Jubilee Hospital	GP	Ekurhuleni Tshwane	i2600
TAD	Cytology	5 bochelo road, Pathology Building, Pretoria	GP	TAD	i2600
	Anatomical	5 bochelo road, Pathology Building, Pretoria	GP	TAD	i2600
Pretoria West (Depo)	(Depo) LSS	380 sytze werida lane, Pretoria West, Philipnel Park	GP	TAD	i2600
Carltonville	LSS	Cnr Falcon & Annah Roads Carletonville	GP	Johannesburg-Sedibeng-WestRand	i2600
Edenvale	LSS	Edenvale Hospital, Modderfontein Road	GP	Johannesburg-Sedibeng-WestRand	i2600
South Rand	LSS	1 Friars hill road, SouthRand Hospital, Roseterville	GP	Johannesburg-Sedibeng-WestRand	i2600
Kalafong	LSS	Kalafong Hospital, Klipspringer St, Pretoria	GP	Ekurhuleni Tshwane	i2600
Odi	LSS	Klipgat Road, Mabopane	GP	Ekurhuleni Tshwane	i2600
Discoveres (Depo)	LSS	cnr Nourse and Harrison Street, Florida	GP	Johannesburg-Sedibeng-WestRand	i2600
Mamelodi	LSS	19472 Serapeng Street Mamelodi	GP	Ekurhuleni Tshwane	i2600
DGM	DGM	Dr George Mukhari Hospital	GP	DGM	i2600
	Satelite Lab	Dr George Mukhari Hospital. NHLS Spoed Lab	GP	DGM	i2600

Appendix B: List of Big Scanner Models per province – Like for Like Replacement.

Laboratory	Department	Physical Address	Region	Business Unit	Scanner Model
Inkosi Albert Luthuli	Cyto	IALCH - 800 Bellair Road Mayville, 4058 Cytology Lab, Level 3, level 3,cytology lab	KZN	IALH - Academic complex	i3200
Edendale Laboratory	LSS	Edendale Main Road, Pietermaritzburg 3200	KZN	Midlands	i3200
Addington	ADDINGTON LSS	Addington Laboratory, 2nd Floor,Addington ,Hospital, 16 Erskine Terrace, South Beach, Durban, 4001	KZN	Ethekwini South	i3200
Prince Mshiyeni Memorial Hospital	LSS	Prince Mshiyeni Pathology Laboratory, Number 2 Mangosuthu Highway, Umlazi, 4031	KZN	Ethekwini South	i3200
	LSS		KZN	Ethekwini South	i3200
Ngwelezana Laboratory	LSS	NHLS Laboratory Ngwelezana Hopspital, Thanduyise Road, Ngwelezane , 3880	KZN	lLembe-UThungulu	i3200
Mahatma Gandhi Laboratory	LSS	NHLS Laboratory - Mahatma Ghandi Memorial Hospital - 100 Phoenix Highway, Mount Edgecombe, 4068	KZN	Ethekwini South	i3200
RK Khan Laboratory	LSS	RK Khan Laboratory, 336 R.K. Khan Circle, Chatsworth, 4030.	KZN	Ethekwini South	i3200
Port Shepstone Laboratory	LSS	Port Shepstone Laboratory, Bazley Street, Port Shepstone 4240	KZN	Harry Gwala Ugu	i3200
Stanger Laboratory	LSS	NHLS Laboratory Stanger Hospital Cnr of King Shaka, KwaDukuza, 4450	KZN	lLembe-UThungulu	i3200
Greys	LSS	Townbush Road, Pietermaritzburg, 3201	KZN	Midlands	i3200
King Edward VIII	LSS	KEH - Gate No. 2, Francios Road, Congella 4013	KZN	KEH - Academic Complex	i3200
Kwa-Mashu Poly Laboratory	LSS	KwaMashu Community Health Centre, P 61 Mkhawane Road, KwaMashu, 4360	KZN	Ethekwini South	i3200
Tygerberg	LSS	9th Floor, Gold Avenue, West Side, Tygerberg	WC	Tygerberg	i3200

Groote Schuur	Virology	Groote Schuur Hospital, Floor C18, NHLS,Anzio Rd, Observatory, 7925 Cape Town	WC	GSH	i3200
Kimberly	LSS	4th Floor, Kimberley Hospital Complex, Du Toitspan Road, Kimberley, 8301	NC	Northern Cape	i3200
East London	LSS	NHLS,Frere Hospital,No 1Amalinda Rd,East London	EC	Buffalo City & Amathole	i3200
Livingstone	LSS	Livingstone Hospital, Stanford Road, Korsten, Port Elizabeth	EC	Nelson Mandela Bay & Saarah Baartman	i3200
Nelson Mandela Academic Lab	LSS	3rd floor, NHLS Mthatha, Nelson Mandela Academic Hospital, Sisson Street, Fortgale, Mthatha	EC	Mthata	i3200
Nelspruit	LSS	Rob Ferreira Hospital, cnr Dan Pienaar & Piet Retief Street, Nelspruit,1200	MP	Ehlanzeni	i3200
Mankweng	LSS	Mankweng hospital, Oos bos road, Sovenga	LP	Capricorn	i3200
Polokwane	LSS	Pietesburg hospital, Cnr dorp & hospital street	LP	Capricorn	i3200
Tshepong	LSS	Tshepong Hospital,42 benji oliphant road; Klerksdorp	NW	NorthWest	i3200
Bloemfontein Universitas	Universitas LSS	Francois Retief bld Block C, First floor	FS	FreeState - Universitas- Receiving	i3200
Pelonomi	LSS	NHLS Laboratory, Mof. Manapo Mopeli Regional Hospital, 2 Motebang street, phuthaditjhaba	FS	FreeState	i3200
Chris Hani Bara	LSS	Chris Hani Baragwanath, National Health Laboratory Service (Building), Ground Floor /Receiving Office Department, Chris Hani Road, Soweto	GP	CHBAH	i3200
			GP	CHBAH	i3200
CMJAH	LSS	Area 454 Room1,Charlotte Maxeke Johannesburg Academic Hospital	GP	CMJAH	i3200
	LSS	5 Jubilee Rd Parktown Johannessburg 2196	GP	CMJAH	i3200
Tembisa	LSS	1 cnr slint mazibuko and rev namane drive, Tembisa Hospital, Tembisa	GP	Ekurhuleni Tshwane	i3200
Helen Joseph	LSS	1 Perth Road, Hellen Joseph Hospital, Auckland park	GP	Johannesburg-Sedibeng-WestRand	i3200
Tambo Memorial	LSS	cnr Hospital and Railway Street, Tambo Memorial Hospital, Boksburg	GP	Ekurhuleni Tshwane	i3200
TAD	LSS	Steve Biko Hospital LSS, Pretoria	GP	TAD	i3200

	LSS	Steve Biko Hospital LSS, Pretoria	GP	TAD	i3200
Sebokeng	LSS	Moshoeshe Street, Sebokeng	GP	Johannesburg- Sedibeng-WestRand	i3200
Leratong	LSS	cnr Randfontein and Adcock Rd Shamdor, 1st Floor Hospital	GP	Johannesburg- Sedibeng-WestRand	i3200
DGM	LSS	Clinical Pathology Building. 4th floor, Room S438	GP	DGM	i3200
	LSS	Clinical Pathology Building. 4th floor, Room S438	GP	DGM	i3200
	Anatomical	Clinical Pathology Building. 4th floor, Room S405	GP	DGM	i3200
NHLS Head Office	Supply Chain Management Offices	1 Modderfontein Rd, Rietfontein 61-lr, Johannesburg	Corporate	Finance	i3200
NHLS Head Office	Supply Chain Management Offices	1 Modderfontein Rd, Rietfontein 61-lr, Johannesburg	Corporate	Finance	i3200
NHLS Head Office	Supply Chain Management Offices	1 Modderfontein Rd, Rietfontein 61-lr, Johannesburg	Corporate	Finance	i3200

Appendix C: List of Scanner Models per province – Additions

22 new additional scanners to be delivered, i.e. 10 small scanners and 12 big scanners. Scanner model requested additions indicated in Scanner Model column.

Laboratory	Department	Physical Address	Region	Business Unit	Scanner Model
Qumbu Depot	LSS	Qumbu Community Health Centre, Qumbu	EC	Alfred Nzo & Joe Gqabi	Small
Greenville Depot	LSS	NHLS LAB, Greenville Hospital, Bizana	EC	Alfred Nzo & Joe Gqabi	Small
Port Elizabeth	Virology	NHLS, Corner of Eastbourne & Buckingham Road, 3rd Floor	EC	Nelson Mandela Bay & Saarah Baartman	Big
Nelson Mandela Academic Lab	Virology	3rd floor, NHLS Mthatha, Nelson Mandela Academic Hospital, Sisson Street, Fortgale, Mthatha	EC	Mthata	Big
Mafikeng	LSS	Mafikeng Provincial Hospital, Mareetsane Rd, Next to Vryburg Road Danville, Mafikeng	NW	NorthWest	Big
Rustenburg	LSS	Job Simankana Tabane Hospital, C/O Bosch & Mandela Str, Rustenburg	NW	NorthWest	Big
Welkom	LSS	NHLS Laboratory, Bongani Regional Hospital, Mothusi Road, Welkom, 9460	FS	FreeState	Small
Polokwane	Virology	Pietesburg hospital, Cnr dorp & hospital street	LP	Capricorn	Small
Middelburg	LSS	Middelburg Hospital, cnr Church & Hospital	MP	Gert Sibanda Nkangala	Small
KwaMhlanga	LSS	KwaMhlanga Hospital, 1128 Solomon Mahlangu Drive, Section C, KwaMhlanga, 1022	MP	Gert Sibanda Nkangala	Small
Ermelo	LSS	Ermelo Provincial Hospital, 1 Joubert Street, Ermelo, 2350	MP	Gert Sibanda Nkangala	Small
Ermelo	LSS	Ermelo Provincial Hospital, 1 Joubert Street, Ermelo, 2350	MP	Gert Sibanda Nkangala	Small
CMJAH	LSS	Area 454 Room1, Charlotte Maxeke Johannesburg Academic Hospital 5 Jubilee Rd Parktown Johannesburg 2196	GP	CMJAH	Big
CMJAH	LSS	Area 454 Room1, Charlotte Maxeke Johannesburg Academic Hospital 5 Jubilee Rd Parktown Johannesburg 2196	GP	CMJAH	Big
Chris Hani Bara	LSS	Chris Hani Bara Hospital, Soweto	GP	CHBAH	Big
Othobothini CHC Depot	LSS	Msiyane Area, Main Street, Jozini, 3969	KZN	MkhanyaZulu	Small
East London	LSS	NHLS, Ground Floor, Frere Hospital Grounds, Amalinda Drive, East London 5247	EC	Buffalo City & Amathole	Big
TAD	Virology	5 Bochelo road, Pathology Building, Pretoria	GP	TAD	Small

Addington	LSS	Addington Pathology Laboratory, Addington Hospital, P.O. Box 977, Durban, 4000	KZN	Ethekwini	Big
Prince Mshiyeni	LSS	Prince Mshiyeni Pathology Laboratory, Number 2 Mangosuthu Highway, Umlazi, 4031	KZN	Ethekwini	Big
RK Khan	LSS	RK Khan Laboratory, 336 R.K. Khan Circle, Chatsworth, 4030.	KZN	Ethekwini	Big
Pixley Ka Isaka Ka Seme Memorial Hospital	LSS	Pixley Ka Isaka Ka Seme Memorial Hospital	KZN	Ethekwini	Big

Appendix D: List of scanner Models per province – Replacement Upgrade

Current small scanners should be replaced with new big scanner model as per specifications stated in section 2.2

Laboratory	Department	Physical Address	Region	Business Unit	Scanner Model (Current)	Scanner Model(New)
Tshilidzini	LSS	Tshilidzini hospital, Punda Maria drive, Thohoyandou	LP	Vhembe Mopani	Small (i2600)	Big
Letaba	LSS	C/O Lydenburg and Tarental road	LP	Vhembe Mopani	Small (i2600)	Big
Nelson Mandela Academic Lab	Cytology	3rd floor, NHLS Mthatha, Nelson Mandela Academic Hospital, Sisson Street, Fortgale, Mthatha	EC	Mthata	Small (i2600)	Big
Nelson Mandela Academic Lab	Histology	3rd floor, NHLS Mthatha, Nelson Mandela Academic Hospital, Sisson Street, Fortgale, Mthatha	EC	Mthata	Small (i2600)	Big
Greys	LSS	Townbush Road, Pietermaritzburg, 3201	KZN	uMgungundlovu- uThukela	Small (i2600)	Big

Bidders *must* provide the NHLS with costing information for a 5-year contract duration. The bid price quoted must be inclusive as per the scope of work.

Note:

- a) Bidder must complete the pricing as per tables below.
- b) Prices must be provided in South African Rand (R)
- c) Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

Costing Table: Placement	Quantity	Monthly Cost in Year 1 (VAT Incl.)	Annual Cost Year 1 (VAT Excl.)	Monthly Cost in Year 2 (VAT Incl.)	Annual Cost Year 2 (VAT Excl.)	Monthly Cost in Year 3 (VAT Incl.)	Annual Cost Year 3 (VAT Excl.)	Monthly Cost in Year 4 (VAT Incl.)	Annual Cost Year 4 (VAT Excl.)	Monthly Cost in Year 5 (VAT Incl.)	Annual Cost Year 5 (VAT Excl.)	Total Annual Cost Year 1 to 5 (VAT Incl.)
Placement Cost	1	R	R	R	R	R	R	R	R	R	R	R
Service and Kodak Capture Pro Licence Maintenance Costs		R	R	R	R	R	R	R	R	R	R	R
Consumables Needed During Preventative Maintenance		R	R	R	R	R	R	R	R	R	R	R
Insurance		R	R	R	R	R	R	R	R	R	R	R
Subtotal (VAT Excl.)		R	R	R	R	R	R	R	R	R	R	R
VAT (15%)		R	R	R	R	R	R	R	R	R	R	R
Total Price (VAT Incl.)		R	R	R	R	R	R	R	R	R	R	R
												TOTAL BID PRICE

PRICE DECLARATION FORM

Dear Madam /Sir,

Having read through and examined the Tender Document, **RFB NO: 023/21/22 Placement /Provision of Scanners, Capture Pro Software Licences Maintenance and technical Support for five (5) years** General Conditions, the requirement and all other Annexures to the tender Document, we offer to provide Placement /Provision of Scanners, Capture Pro Software Licences Maintenance and technical support for five (5) years

_____ (VAT Incl.) Amount in Words

R _____ (VAT Incl.) Amount in Numbers

We confirm that this price covers all activities associated with **RFB023/21/22** but not limited to the supply of all required, for the Placement /Provision of Scanners, Capture Pro Software Licences Maintenance and technical support for five (5) years. We confirm that NHLS will incur no additional costs whatsoever over and above this amount in connection with the supply of this solution.

We further confirm that all licences required for complete implementation of the solution, and the costs associated therewith, as well as any licences that may be required for future expansion have been fully described and disclosed in this document.

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED: _____ **DATE:** _____

Print name of signatory) _____

Designation _____

FOR AND ON BEHALF OF: COMPANY NAME _____

Tel No _____

Fax No _____

Cell No _____

ANNEXURE D: Bidder's Disclosure (SBD4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² 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.

- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE E: Preferential Procurement Claim Form (SBD6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated do not exceed or exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
Price	80 /90
B-BBEE Status Level Of Contributor	20 / 10
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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. ADJUDICATION USING A POINT SYSTEM

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

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contribution

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: = (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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	--------------------------	----	--------------------------

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?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

(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	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

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

SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE: GENERAL

I, the Undersigned

Full Name and Surname:	
Identity Number:	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading (if applicable):	
Enterprise Physical Address:	
Type of Entity (CC, Pty Ltd, Sole Prop etc.)	
Nature of Business:	
Definition of "Black People:	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> a. Who are citizens of the Republic of South Africa by birth or descent; or b. Who became citizens of the Republic of South Africa by naturalization- <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.

- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature and Stamp

SWORN AFFIDAVIT: B-BBEE QUALIFYING MICRO ENTERPRISE: GENERAL

I, the Undersigned

Full Name and Surname:	
Identity Number:	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading (if applicable):	
Enterprise Physical Address:	
Type of Entity (CC, Pty Ltd, Sole Prop etc.)	
Nature of Business:	
Definition of "Black People:	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>c. Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>d. Who became citizens of the Republic of South Africa by naturalization-</p> <p>iii. Before 27 April 1994; or</p> <p>iv. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

- I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) or less.
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature and Stamp

ANNEXURE H: Government Procurement: General Conditions of Contract – July 2011

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 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General conditions of contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.

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

3. General

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

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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 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
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

13.1.4 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

13.1.5 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:

14.1.1 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

14.1.2 in the event of termination of production of the spare parts:

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

14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier,

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each

day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

23.1.1 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;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 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
- 28.1.2 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 SARSs.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the DTI 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.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	
Signature:	
Date:	