

REQUEST FOR QUOTATION



NATIONAL HEALTH
LABORATORY SERVICE

DESCRIPTION: RFQ NO. KZN 1167899 PLACEMENT OF CHEMISTRY ANALYSER,
SERVICE MAINTENANCE & REAGENTS AT DR PIXELY KA ISAKA SEME MEMORIAL
HOSPITAL LAB FOR A PERIOD OF 12 MONTHS

RFQ NO: KZN 1167899

CLOSING DATE AND TIME: 17 FEBRUARY 2023 @ 11:00AM

RFQ SUBMISSION ADDRESS:
NHLS KZN Regional Office
149 Prince Street
Durban
4001
Reception in the quotation box.

**RFQ NO. KZN 1167899 PLACEMENT OF CHEMISTRY ANALYSER, SERVICE
MAINTENANCE & REAGENTS AT DR PIXELY KA ISAKA SEME MEMORIAL
HOSPITAL LAB FOR A PERIOD OF 12 MONTHS**

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**PART A Invitation to Bid
SBD 1**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HEALTH LABORATORY SERVICE (NHLS)					
BID NUMBER:	KZN 1167899	CLOSING DATE	17February 2023	CLOSING TIME:	11:00AM
DESCRIPTION	PLACEMENT OF CHEMISTRY ANALYSER SERVICE MAINTENANCE & REAGENTS AT DR PIXELY KA ISAKA SEME MEMORIAL HOSPITAL LAB FOR A PERIOD OF 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NHLS					
149 Prince Street					
Durban					
4000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rantsatsi Salomane		CONTACT PERSON	Mrs Dalmaini	
TELEPHONE NUMBER	031 327 6762 / 6722		TELEPHONE NUMBER	031 327 6701/031 327 6740	
FACSIMILE NUMBER	031 337 9971		FACSIMILE NUMBER		
E-MAIL ADDRESS	Rantsatsi.salomane@nhls.ac.za		E-MAIL ADDRESS	Hlengiwe.Dlamini@nhls.ac.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>			

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**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

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2 TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- a) This document may contain confidential information that is the property of the NHLS and the Client. NHLS
- b) 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 Ltd and the Client.
- c) All Copyright and Intellectual Property herein vests with NHLS and its Client.
- d) Late and incomplete submissions will not be accepted.
- e) Price Declaration must be completed, and Should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
- f) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform NHLS before RFQ closing date.
- g) Bidders are required to submit a valid Tax Clearance Certificate and Tax clearance verification PIN, Failure to submit the Tax Pin and valid Tax Clearance Certificate will result in the invalidation of this RFQ.
- h) It is the responsibility of the bidder to ensure that NHLS is in possession of the bidder's valid Tax Clearance certificate. The onus is on the bidder to ensure that NHLS receives a valid Tax Certificate as soon as the validity of the said certificate expires.
- i) A compulsory site meeting/briefing will be conducted at **NOT APPLICABLE**.
- j) for a period of ± hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.
- k) Attendance Register must be submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- l) Respondents arriving after the allocated time of the briefing session and failing to attend the compulsory RFQ/Site briefing will be disqualified
- m) No services must be rendered or goods delivered before an official NHLS Purchase Order form has been received.
- n) This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2017.
- o) All questions regarding this RFQ must be forwarded to the buyer within 24 hours after the RFQ has been issued.
- p) It is the responsibility of the bidder to ensure that its response reaches NHLS on or before the closing date and time of the RFQ.

**FOR HAND DELIVERIES OF RESPONSES, PLEASE SUBMIT THE RFQ DOCUMENT TO NHLS 149
PRINCE STREET, RECEPTION IN THE RFQ BOX,**

The Bidder accepts the above terms and conditions and the General Conditions of Contract attached in Annex G.	Accept	Do not accept

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3 PRICING SCHEDULE

SBD 3.1

**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

PLACEMENT FEE	QTY	Monthly Cost in Year 1 (VAT Excl.)	Annual Cost Year 1 (VAT Excl.)
Placement Fee		R	R
Kit/Reagents		R	R
Test consumables		R	R
Controls (if applicable)		R	R
Service and Maintenance Costs		R	R
Insurance		R	R
Consumables & Spare Parts Mark up % Needed During Preventative Maintenance (Included in Service & Maintenance Costs)		R	R
Calibration		R	R
Training		R	R
Call-out fee		R	R
Other (please specify)		R	R
Subtotal (VAT Excl.)		R	R
VAT (15%)		R	R
Total Price (VAT Incl.)		R	R
VAT (15%)		R	R
Total Price (VAT Incl.)		R	R

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MONTHLY TEST VOLUMES

	A	B	C
1			24 hrs
2		U&E	
3		Sodium	6971
4		Potassium	7041
5		Chloride	6813
6		Bicarbonate (Co2) Total	6838
7		Urea	6977
8		Creatinine	12277
9		LFT	
10		Total Protein	4011
11		Albumin	4486
12		Total Bilirubin	4307
13		Direct Bilirubin	1228
14		Alkaline Phosphatase (ALP)	4073
15		AST	4073
16		Alanine Aminotransferase (ALT)	6000
17		Gamma Glutamyl Transferase (GGT)	4044
18		Misc	
19		Glucose	447
20		C Reactive Protein (CRP)	1616
21		Uric Acid (UA)	466
22		Lactate	25
23		CSF TP, Chloride,	329
24		Urine Protein, Creatinine, Albumin	100
25		Fluid Protein, Albumin, Amylase	100
26		CMP	
27		Calcium (Total)	1616
28		Magnesium	1591
29		Phosphate	1587
30		Lipids	
31		Cholesterol (Total)	2938
32		Triglycerides	2473
33		Lipase	1200
34		High Density Lipoprotein (HDL)	2427
35		Enzymes	
36		Amylase	111
37		Lacatate Dehydrogenase (LDH)	355
38		Creatine Kinase (CK)	708
39		CK-MB	169
40			
41			
42			

Isaka Seme Memorial Hospital

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	A	B	C
58			
59		Drugs & Endocrine	
60		Acetaminophen (Paracetamol)	160
61		Carbamazepine	160
62		Cannabis	160
63		Phenytoin	160
64		Phenobarb	160
65		Valproic acid	160
66		Theoph	160
67		Digoxin	100
68		Procalcitonin	100
69		Ammonia	100
70		Iron	600
71		Troponin I	1000
72		BHCG	160
73		Transferrin	600
74		Ferritin	887
75		Vitamin B12	1200
76		Serum Folate	1051
77		AFP	260
78		PSA	646
79		CEA	306
80		Ca 125	248
81		Ca 19-9	45
82		Ca 15-3	75
83		TSH	3000
84		FT4	2300
85		FT3	2000
86		Cortisol	55
87		FSH	164
88		LH	155
89		E2	120
90		Progesterone	100
91		Prolactin	120
92		Salicylate	100
93		BNP/NT proBNP	1000
94			112089

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Name of bidder.....

Bid number: RFQ No: 1167899

Closing Time 11:00

Closing date: 17 FEBRUARY 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

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

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

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Please indicate your total RFQ price here: R _____
(compulsory)

Important:

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

The following must be noted:

All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

All prices must be firm and fixed from the tender closing date and for the duration of the contract

All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.

All bidders must cost according to the costing template provided or this will lead to disqualification.

The cost of delivery, labour etc. must be included in this proposal.

Bidders must keep all items listed below in stock.

We undertake to hold this offer open for acceptance for a period of 90 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.

RFQ Number:

Name of Bidder:

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**4 DECLARATION OF INTEREST
SBD4**

BIDDER'S DISCLOSURE

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.

Full Name	Identity Number	Name of State institution

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.

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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.
- 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

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.

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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

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“Historically Disadvantaged Individual (HDI)”**
 - i. Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction

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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

- ii. Who is a female; and/or
- iii. Who has a disability

- (g) **"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.
- (h) **"Youth"** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- (i) **"Specific goals"** means specific goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

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3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity by an HDI in that specific category

or EP = The percentage of equity ownership by an HDI within the enterprise business, determined in accordance with the definition of HDI's.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate for every separate tender.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Percentage Owned (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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HDI		7		%	
Woman		3		%	
Disabled		2		%	
Youth		3		%	
Locality		5			
<ul style="list-style-type: none"> • KZN Province = 0 • EThekwinini = 2 • National = 5 					
Total Points		20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

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- 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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5 TERMS OF REFERENCE / SPECIFICATION

FORM OF QUOTATION SUPPLIER NAME: _____

RFQ NO: RFQ 1167899

**DESCRIPTION: PLACEMENT OF CHEMISTRY AND IMMUNOASSAY ANALYSERS KZN LARGE AND MEDIUM
LABS INCLUDING SERVICE AND MAINTENANCE, AND REAGENT DEAL FOR A PERIOD OF 12 MONTHS**

<u>Scope of Work</u>	
Single- or integrated platform (Chemistry) for: Medium and Large Laboratories	
<u>Sample Volumes</u>	
<ul style="list-style-type: none"> • Medium laboratories ≤ 60 000 test per month. Large laboratories > 60000 test per month • Detailed volumes and sample flow peaks available on request. • Analyser capacity to be judge according to sample arrival peaks and SLA agreed turnaround times with space for future volumes increases. • Approximately 1000 -2000 samples per 24-hour period with a high capacity throughput of > 100 -200 test per hour for various analyses (Chemistry) simultaneously. 	
<u>Cost Impact</u>	
<p>All –in cost per test provided.</p> <ul style="list-style-type: none"> • Cost per reagent. • List of all consumable including insurance. • Calibrators, Controls and any other expense that may be encountered. • Controls, at least two levels of control run 3 times in a 24-hour period. • Calibrators, calibration frequency of at least 2 weeks for immunoassay and weekly for majority general chemistry, excluding ISE's. • It is the responsibility of the supplier to include other equipment, services and requirements and the costs thereof that will be required for the complete functionality (According to the laboratory specifications) of their proposed system. • The supplier must supply exact information regarding the cost and quantities required as per work volumes of additional consumables required, such as but not limited to tips, cups and tubes (for Aliquoting) • The supplier must set up system in order to obtain an adequate % billable test “kit usage “without compromising quality of results as per ISO 15189 and CSLI standards (An 80 – 90% billable test kit usage for high volumes tests would be a requirement. 	
<u>Method and Test Repertoire</u>	
<ul style="list-style-type: none"> • Methodologies must be traceable to international standards, according to current test repertoire: • Photometry • Turbidimetry, colorimetric, enzymatic • Manufacturer’s sensitivity, specificity, reproducibility and % equivocal data to be available for all chemistry • The analyser should be able to perform endocrinology test (. e.g. Thyroid functions, PSA, BHCG) 	
<u>Sample Management</u>	
<ul style="list-style-type: none"> • 100% of essays to be run on 1 platform / integrated system. • The platform and software must be set up in such a way that samples can be directed to the analyser in order to avoid unnecessary delays in turnaround times and to be able to direct samples to the analyser for the most effective processing and in order to accommodate the test menu on the same platform / integrated system. • > 1000 -2000 throughput of samples per day (Chemistry). • Sample types: serum, plasma, urine, CSF, fluid, whole blood and haemolyse on the same reagent kit. • Sample volumes :< 35 UL (Chemistry), < 100UL per test dead volumes. 	

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	<ul style="list-style-type: none"> Volumes min required Primary tube sampling 700 ul, sample cup 100ul and micro up 50ul. Short sample and probe crash protection. Sample checks using level and clot detection, including haemolysis, ictericia and lipemic sample detection, restricted to general chemistry. Carry over protection and ultrasonic mixing. Paediatric sample dead volumes of 50 UL. Dedicated STAT port available. Continuous loading of samples and reagents with stat capabilities while analyser is processing. Automatic re-run / reflex of sample including ISE. Availability for patient data archive including test counter and the facility to download data and the facility / program for easy viewing of current and archived electronic data. Facility to view patient based QC moving averages.
	<u>Service and Maintenance</u>
	<ul style="list-style-type: none"> Minimal time spend by staff in daily, weekly and monthly maintenance. Minimal frequency of calibration / priming / warm up time after instrument shut down. Sufficient experienced instrument technicians / engineers available in the area to allow uninterrupted service. 24-hour service and backup to be available from supplier. Minimum of 6 months servicing of instrument by supplier with defined timeframes or according to test volumes. Detailed decontamination process available for high infectious sample including haemorrhagic fevers.
	<u>QC and Calibration</u>
	<ul style="list-style-type: none"> Essential that the name of the control and calibrators with respective lot numbers are clearly identifiable by name on the screen which displays the results. The LJ charts both name of control in use and their lot numbers must be clearly identifiable by name. LJ charts should display multiple levels of IQC on a single chart per analyte. At least two levels of IQC material for each analyte on repertoire. Comprehensive automated QC module which maintains all data and graphs, utilizing Westgard rules. Ability to export QC data in raw data or LJ graphs to excel. Ability to export QC data to LIS. On board QC facility for analytical processes. Calibrators traceable to gold standard and ability to run serum, urine and CSF applications on the same kit. Ability to provide data archive, including test counter and report on Wastage and reruns. Availability of new lot numbers of IQC material at least 2 months prior to lot number changes.
	<u>Reagents</u>
	<ul style="list-style-type: none"> Standardised and traceable reagent to international standards. On board reagent lot tracking with exportable logs. Long on board stability of reagent. Variable reagent pack sizes available –preferable small, medium and large. Reagent number of tests vs available tests on board. Expiry dates and lot number of reagent pack on board available, with current calibration status of pack. Refrigerated zone for on-board reagents to cover full repertoire of tests. Closed system with minimal evaporation. Self- contained multiple cartridges. Preferably no analyser downtime when loading reagents. Reagent level sensor mode – analyser should be able to continue running. Analyser should have the space for standby reagent e.g. preferably large labs.

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<u>Other</u>
<ul style="list-style-type: none"> • Provide water purification system with electronic readings. • Water purification system, water production must match requirements of the analyser. • Supplier should take into account water contingency – either water storage units with necessary pumps/filters and required plumbing or if manually filling of analyser possible – availability of reagent grade water that lab can purchase from supplier • If the system has an on-board water bath, should be a simple system with no required additional consumables necessary.
<u>Validation / Verification</u>
<ul style="list-style-type: none"> • In house and / or published evaluation data available. • Verification to be performed in conjunction with current functional equipment. • Verification to meet acceptance criteria before acceptance in laboratory. • Verification protocol / s are: EP 15 –A3 against third party QC material /EP9 alternate (Minimum of 40 samples). • Supplier application specialist support onsite during lab verification.
<u>Training and Safety</u>
<ul style="list-style-type: none"> • User training and all relevant staff on site including how to utilize kits efficiently in order to reduce wastage (may require more than one training session to include laboratory shifts). • Ongoing “super user” training for a minimum of 4 staff members and as required thereafter. • Availability of equipment and reagent upgrades as technology improves. • OHS and environmental safety compliance. • Training and competency certificates to be provided.
<u>IT</u>
<ul style="list-style-type: none"> • Automatic updated applications and online access to recent applications information on reagent, calibrators and controls. • Bi directional and host query with demographic and “rule “based samples criteria for sample processing between middleware, LIS and Analyser. • Web based system that allows one to monitor the performance of the assay remotely and trouble shoot. IT connectivity for this system to be provided by supplier if NHLS network cannot be utilised • Touch screen PC technology. • Fully host query, ASTM compliant protocol for interfacing. • Able to use ‘specimen resolution “(prefix or suffix) as incorporated into specimen barcode labels. • Rule based system must be user definable. • Barcodes of reagents to include: material name, lot number, expiration date and volume. • All hardware, software and cabling to be supplied to specific points in the laboratory. • Vendor specialist on site during set up of interfacing until system is fully functional according to specifications.
<u>Middleware</u>
<ul style="list-style-type: none"> • The middleware must be compatible with the LIS and in use at the time of installation. • It is important that technologists are able to remotely (not from analyser PC) do technical review of analyse performance. • The middleware must provide the following functions: <ol style="list-style-type: none"> (a) User friendly interface (b) Auto verification as per criteria set by professionals (c) Relaying of comments or other information to clinicians (As per LIS at the time of implementation) (d) Critical results alerts (e) Exceptional data event alerts (f) Patient miss-identification alerts (g) Quality control and quality assurance (h) Control of multiple processes on multiple instruments

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<ul style="list-style-type: none"> (i) Automated testing (j) Repeat testing (k) Add –on testing (l) Embedded images within result reports and clinical notes (m) Specify whether the middleware will be able to interact with analysers of other suppliers (open system) <ul style="list-style-type: none"> It will be expected of the supplier to work closely with the laboratory IT personnel in order to identify required interfaces and to design and effective interface system. All the required hardware and software must be provided and installed and the analyser and middleware interfaces created. All the cabling from the host computer to the laboratory information system (LIS) must be provided. All the interfaces must be tested and fully operational before implementation.
<u>Physical Requirements</u>
<ul style="list-style-type: none"> The system must be able to be accommodated in the current allocated space available in the laboratory. Auxiliary equipment, services and requirements, these must include but not limited to (at cost of awarded supplier): <ul style="list-style-type: none"> (a) Special floor loading, vibration, noise level and anti-static solutions (b) Special heating, ventilation and cooling requirements (c) Power requirements/ drainage and liquid waste removal (d) All equipment, work stations and complete system are to be provided with an online uninterruptable power supply that will allow for complete system back up of least 30 minutes (e) Water quality and volumes with system for purification preferably with tank = >200 litres It is essential that these instruments must be accommodated in the identified area only, without major alterations and with only minor disruption (turnaround time to stay intact) for the functioning of the laboratory during the implementation phase.

6. ESSENTIAL RETURNABLE DOCUMENTS – INSTRUMENTS.

If a bidder does not comply fully with each of the mandatory requirements, it Shall be regarded as mandatory non-performance/non-compliance and 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 RFQ, 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.

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

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Technical Suitability: Mandatory Requirements

10. Availability of bi-directional communication with host-mode query. System must be interfaced with the NHLS LIS or third party software. Interface must be validated by the manufacturer during installation (Note: any development for interface required will be at bidders cost)	Comply	Do Not Comply
Substantiation: Provide proof by means of brochure/specifications. Failure to provide information will lead to disqualification.		

11. Any software updates should be at suppliers cost, this is to ensure no additional cost is charged by the bidder.	Comply	Do Not Comply
Substantiation: Provide a signed letter for commitment. Failure to provide information will lead to disqualification.		

12. Random access with continuous sample loading without interruptions.	Comply	Do Not Comply
Substantiation: Provide proof by means of brochure/specifications. Failure to provide information will lead to disqualification.		

13. Compulsory supply of Water Purification System with electronic readings to measure the quality of the water via Conductivity and Resistivity with calibrated meters.	Comply	Do Not Comply
Substantiation: Provide proof by means of a brochure or specification attachment. Failure to provide information will lead to disqualification.		

9. The supplier must be able to supply a "Waste Analysis" for the waste produced and to confirm if it is suitable for disposal.	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response, a proof by means brochure/specification		

TECHNICAL / FUNCTIONAL EVALUATION CRITERIA

Next step evaluation is the “technical” or so called “functional” evaluation which is purely based on NHLS specifications and Scope of Work. NHLS end-user department (who requested the RFQ), Procurement Services, Finance and or subject specialists are part of the Cross Functional Evaluation Team (CFET) meeting which is chaired by the Procurement Officer. Functionality is the technical evaluation of the bidders’ proposal.

Should functionality be included in the RFQ as a threshold, the RFQ document must clearly state the minimum score to be achieved if bidders are to be further evaluated on price and preference. Responses that do not meet the threshold for technical will not progress further. (if applicable)

The final stage of evaluation is done after the CFET has reached their verdict and is done by NHLS Procurement Services. B-BBEE score (commercial evaluation) is added in order to get the final order of merit for the bidders being evaluated.

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2017, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20-point system will be as follows:

Price Assessment	80 Points
Preferential Elements	20 Points

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

The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, NHLS reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.

Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

Each TECHNICAL FUNCTIONALITY requirement will be evaluated using the following generic 5-point scale

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Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the	4
Rating	Definition	Score
	goods/services. Response identifies factors that will offer potential added value, with supporting evidence.	
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods/services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods/services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods/services, with little or no supporting evidence.	0

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Weighting of requirements: The full scope of requirements will be determined by the following weights: The minimum threshold of **80%** has to be achieved in order to proceed to the next stage.

Evaluation Criteria	Score	Substantiate Reference
NOTE: All bidders must ensure that a brochure/letter for substantiation is provided for all the functionality points. Any bidder who failed to provide brochure/specifications/letter of commitment will be disqualified.		
Section A. Methods and Test Repertoire	12%	
<u>The full test menu must be covered by the supplier</u> Indicate which tests have to be accommodated as user-defined methods and provide evidence of acceptable performance preferably within other NHLS laboratories Tabulate and include: Test methodology employed per analyzer e.g. MEIA for TSH on immunoassay platform. (Provide evidence).	5%	
<u>Reagent on board capacity and stability:</u> Chemistry analyzer must accommodate minimum of 70 Reagent packs/containers per analyser. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Reagent on board capacity and stability:</u> Immuno Assay analyzer must accommodate minimum of 25 Reagent packs/containers per analyser. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Reagent small pack sizes:</u> Provision of small reagent pack sizes (± 50 tests) to accommodate the slow moving tests e.g. Ammonia, Amylase, Ferritin, FT3, Lactate, Phenobarbitone, Transferrin, Lipase, Iron, etc. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	1%	

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<u>Reagent upgrades:</u> Availability of equipment and reagents upgrades as technology improves at supplier cost for the term of the contract. (Provide a letter of commitment).	2%	
Section B. Service and Maintenance	25%	
<u>Maintenance procedure as per below:</u> (Excluding running of IQC) Minimal time spend by staff (hands free maintenance) A. Daily maintenance ≤45 Minutes. Score 2% if Yes Score 0% if No B. Weekly maintenance ≤1 Hour Score 2% if Yes Score 0% if No C. Monthly maintenance ≤2 Hours Score 2% if Yes Score 0% if No (Provide proof by means of specification/brochure/user manual with page numbers referenced).	6%	
<u>Cost of parts and servicing:</u> The bidder to incur the cost of parts and servicing the analyzer as scheduled. Supplier to calibrate instrument and run controls after servicing. (Provide a detailed service plan for the duration of the contract and provide a letter of commitment).	4%	
<u>Technicians / engineers:</u> Provision of FOUR dedicated and competent service technicians / engineers available to the KZN region. The same team cannot be shared with other provinces. (Provide a letter of commitment).	4%	

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<u>Technicians / engineers:</u> Response time < 3 hours for arrival of technician / engineer on site, from time of call logged for analyzer breakdown / malfunction. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	4%	
<u>Application specialist (AS):</u> If telephonic response time ≤ 30 minutes (for AS) from time of call logged. If the problem/request cannot be resolved/met telephonically then arrival of AS is expected on site ≤ 24 hrs. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Technical training:</u> Supply unlimited initial and continual technical training of laboratory staff on-site for the duration of the contract. This includes appropriate testing (both written and witnessing) immediately after training as well as an on-going basis for technical competency assessment. Certificates must be provided in all cases. (Provide a letter of commitment).	5%	
Section C. QC and Calibrators	21%	
<u>IQC flagging:</u> The instrument should be able to flag when the IQC is unacceptable. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Levey Jennings:</u> Calculated Mean, SD and CV must be available. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	5%	
<u>Digital sign off LJ, QC and Calibrations:</u> Able to digitally sign off Levey Jennings, QC and Calibration reports. Reports must be Paperless, but traceable (QC and Cal included).	2%	

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(Provide proof by means of specification/brochure/user manual with page numbers referenced).		
<u>IQC data from Package Insets:</u> Facility available to transfer IQC data from Package Inserts (e.g. lot no, expiry dates, units, target values) directly onto all available platform types (Middleware where applicable) by using direct scanning via a coded insert, electronic download from an external source or manual. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	4%	
<u>Calibrator data from Package Insets:</u> Facility available to transfer Calibrator data from Package Inserts (e.g. lot no, expiry dates, units, target values) directly onto all available platform types (Middleware where applicable) by using direct scanning via a coded insert or electronic download from an external source. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	4%	
<u>Peer group database:</u> Daily IQC results from Laboratory can be transmitted to a Peer group database management programme. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	4%	
D. Reagents & Stock Control	14%	
<u>Continuous loading of Reagents:</u> Continuous loading of reagents without interrupting workflow. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	1%	
<u>Continuous loading STAT capability:</u> Continuous loading of STAT samples without interrupting workflow. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	

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<u>Stock monitoring system:</u> Provision of an electronic Reagent stock monitoring system e.g. efficiency report. Supply all the details. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Ready-for-Loading Reagents:</u> Provision of Reagent containers that can be placed directly on instrument/s without prior preparation for full test repertoire (see full list of tests). Indicate which tests require prior preparation before loading. User defined methods should make up < 10% of the test menu. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>On-board refrigeration:</u> Refrigerated zone for on-board reagents. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Delivery time:</u> Lead time for delivery of reagents and consumables must be less than 7 days upon receiving an order. (Provide a detailed proposal in response to the request).	5%	
Section E. IT	8%	
<u>Patient and QC archiving:</u> Availability of patient results and QC data archive and facility to easily download and retrieve data. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
<u>Data Capacity:</u> Capacity of the data manager to store patient and QC records to a minimum of 10 000 or 3 months whichever is greater and data retrievable and extractable. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	4%	

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Barcode scanner: Instrument must have a functional hand held sample barcode reader. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
Section F. Sample Management	20%	
Primary sample tube sampling: Primary tube sampling (7ml, 5ml, microtainer) and availability of dedicated paediatric sample cups. (Provide details of the facility provided).	8%	
Level sensor for detection of clots in samples. (Provide proof by means of specification/brochure/user manual with page numbers referenced).	2%	
Sample type: Chemistry analyzer must have facility to recognise and run serum/plasma, urine, CSF, Whole Blood and fluids. (Provide details of the facility provided).	2%	
Automatic rerun (repeat/reflex) testing of sample AND automated dilutions are available Note: BOTH automated rerun (repeat/reflex) testing AND automated dilutions need to be available to Score 8%. This facility is available for most modern analyzers Score 0 if only rerun or dilutions are available. (Provide details of this process).	8%	
	100%	

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ADMINISTRATIVE COMPLIANCE

- 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 categorized as follows:

a) Mandatory Returnable Documents (to be returned by Bidders)

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

1. The Service Providers to have to agree with all NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC)	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the signed and accepted NHLS General Conditions of Bid, RFQ and Conditions of Contract (GCC).		

2. Fully completed and signed Declaration of Interest SBD 4, SBD 6.1	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the signed Declaration of Interest SBD 4, SBD 6.1		

3. Fully completed and signed RFQ document	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response the fully completed and signed RFQ document.		

4. Bidder <i>must</i> complete the pricing Schedule (Pages 7).	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response fully completed pricing Schedule (Pages 7).		

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b) Essential Returnable Documents (to be returned by Bidders)

1. B-BBEE Certificate and/or Affidavit	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response a copy of B-BBEE Certificate issued by an authorised body or person, or a sworn Affidavit prescribed by the B-BBEE Codes of Good Practice.		

2. TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response a valid TAX Clearance Certificate and/or TAX verification Pin and/or TAX Compliance Status Letter issued by the South African Revenue Services (SARS).		

3. CSD Report (Central Supplier Database)	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response an updated CSD Registration Report within the RFQ advert period.		

4. CIPC - Company Registration Number	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response a copy of Company Registration (CIPC).		

5. The product must be approved by any of the IMDRF regulatory authorities listed below. (Note: Validation will be at the bidders cost)	Comply	Do Not Comply
Substantiation: The bidder is to provide at least one certificate of the IMDRF Regulatory Authority below: <ul style="list-style-type: none"> • Australia, Therapeutic Goods Administration • Brazil, National Health Surveillance Agency (ANVISA) • Canada, Health Canada • China, China Food and Drug Administration • European Union, European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs. (Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, 		

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<p>France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.)</p> <ul style="list-style-type: none"> • Japan, Pharmaceuticals and Medical Devices Agency and the Ministry of Health, Labour and Welfare • Russia, Russian Ministry of Health • Singapore, Health Sciences Authority • South Korea, Ministry of Food and Drug Safety • United States of America, US Food and Drug Administration (FDA)
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6. Proof of ISO9001 or ISO13485 Compliance Certificate	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response a valid Proof of ISO9001 or ISO13485 Compliance Certificate .		

7.Proof of Environmental Safety Compliance Certificate/Letter of Conformity from the Regulator	Comply	Do Not Comply
Substantiation: The bidder must submit and attach to the bid response a valid Proof of Environmental Safety Compliance Certificate/Letter of Conformity from the Regulator.		

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The bidder must indicate in the spaces provided below a complete list of similar contracts awarded over the last five (5) years, including the current contract (if any). This information shall be deemed to be material to the award of this bid.

Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)

Signature of person authorized to sign the bid: _____

Date: _____

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7 BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
Schedule 1	CSD FORM	
Schedule 2	B-BBEE Certificate and/or Affidavit	
Schedule 3	Tax Clearance Certificate and/or TAX Verification PIN	
Schedule 4	Local Content The bidder must complete and submit the SBD6.2 and Annexure B and C for Local Content If a bidder fails to meet the minimum stipulated threshold for local production and content it will be considered an unacceptable tender.	N/A
Schedule 5	Certificate of attendance of compulsory briefing session (if applicable)	N/A
Schedule 6	(Applicable for Renovation)	
Schedule 7	Letter of good standing	N/A
Schedule 8	Bidder must provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. (Bidder must provide proof grading level	N/A

8 GENERAL CONDITIONS OF CONTRACT**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010****GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
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- 8. Inspections, tests and analysis
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
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30. Applicable law
31. Notices
32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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

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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.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

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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

- 7.1.1 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.
- 7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 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

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appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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,

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pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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

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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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

25. Force Majeure

25.1 Notwithstanding the provisions of 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.

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- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not

prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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- 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:	