

**BIDDER TO NOTE THE FOLLOWING**

**PRE-BID DOCUMENT**

**BID DOCUMENT NUMBER: ZNB 5905/2024-H**

**PROCUREMENT OF METAL DETECTORS  
AND X-RAY MACHINES FOR THE KWAZULU-  
NATAL DEPARTMENT OF HEALTH OFFICE  
BUILDINGS: ONCE-OFF**

**PRE-BID MEETING DATE AND TIME:**

**DATE: 15 NOVEMBER 2024**

**TIME: 10:00 AM**

**VENUE : NATALIA BUILDING  
330 LANGALIBALELE STREET,  
1<sup>ST</sup> FLOOR AUDITORIUM NORTH TOWER  
PIETERMARITZBURG**

**Bidders Notes :**

Prospective bidders must read this document and make prior notes for further discussions at the scheduled pre-bid specification meeting.

## TABLE OF CONTENTS

SECTION L: SPECIFICATION .....	3
SECTION I: SPECIAL CONDITIONS OF CONTRACT (SCC).....	9
SECTION J: EVALUATION CRITERIA .....	23
SECTION M: PRICING SCHEDULE – (PURCHASES).....	25

## SECTION L: SPECIFICATION

### PROCUREMENT OF METAL DETECTORS AND X-RAY MACHINES FOR THE KWAZULU-NATAL DEPARTMENT OF HEALTH OFFICE BUILDINGS: ONCE-OFF

Request to procure Metal Detectors and X-Ray machines for the Department of Health KZN building, 330 Langalibalele Street, Pietermaritzburg: -

- North Tower entrance
- South Tower entrance

#### a) X-RAY MACHINES SPECIFICATION: -

No	Description
<b>1.</b>	<b>GENERAL END USER REQUIREMENTS</b>
1.1	The conveyor belt X-Ray inspection units must consist of a mobile type (minimum tunnel opening of 500 mm x 300 mm)
1.2	The conveyer belt X-Ray inspection units shall be complete with a:
1.2.1	Removable corrosion resistant steel trolley with heavy duty      caster wheels
1.2.2	Removable extension roller trays at open ends of the tunnel. (Design of tray fitments onto X-Ray Units must not hinder power sockets and electric cabling).
1.2.3	Removable 17 inch colour monitor (Liquid Crystal Display).
<b>2.</b>	<b>CONSTRUCTION DETAILS</b>
2.1	The units must incorporate a keyboard to be controlled either from the right or the left hand side of the units.

No	Description
2.2	The units must incorporate an LCD monitor which can be viewed either from the right or the left hand side of the units.
2.3	Maximum height of the units including the tunnel must not exceed 800 mm.
2.4	Control elements (push buttons & switches etc) are to be of a sturdy design, selected for severe operating conditions.
2.7	The conveyor belt must be designed for heavy duty operation
2.8	A trolley of 55cm height from the floor to carry the unit must be provided and must not obstruct any operating features of the units (power sockets).

No	Description
<b>3.</b>	<b>Power Ratings</b>
3.1	The unit has to operate from a single phase network 220 V, 50Hz
<b>4.</b>	<b>Image Presentation</b>
4.1	<p>The units must be able to scan and display parcels of the following dimensions:</p> <ul style="list-style-type: none"> <li>• Height : +/- 490 mm</li> <li>• Width : +/- 290 mm</li> <li>• Length : Unlimited within practical and workable operating conditions</li> </ul>
4.2	Full scan volume must be seen on the monitor screen clearly without any corner cut-off. This is a firm requirement.
4.3	A high resolution (1920 x 1080) 17" colour LCD monitor is required.

No	Description
4.4	The image on the monitor screen must be flicker-free.
4.5	Control of brightness and contrast must be provided on the front panel of the monitor.
4.6	The units must be able to switch over from black/white and colour imaging.
4.7	The digital memory of the units must be capable of storing a minimum of 500 transactions.
4.8	An external port must be available for downloading, USB drive or similar commonly used interface.
<b>5.</b>	<b>IMAGE EVALUATION FUNCTION</b>
5.1	The units must be able to recall the pictures of at least 5 (Five) previously scanned objects.
5.2	It must be able to offer an automated procedure, for the recognition of areas with high X-ray absorption material by drawing a frame around such objects to alert screeners.
<b>6.</b>	<b>CONTROL OPERATION – MINIMUM REQUIREMENTS</b>
6.1	The keyboards must have the minimum control functions namely the 3 (Three) push buttons for conveyor control- "GO" "STOP" "REVERSE"
6.2	The selection of the zoom function must be carried out via the cursor pad and a separate push button for zoom activity is required.
6.3	A robust RED Emergency stop pushbutton fitted in a prominent position on the keyboard as well as the x-ray units is required.

No	Description
6.4	The units must have a light symbol indicating "X-ray ON" when in use.
<b>7.</b>	<b>PASSAGE OF LUGGAGE THROUGH X-RAY UNIT</b>
7.1	Objects must be able to be conveyed through the unit in any orientation.
7.2	All objects also those which are only partially lying flat on the conveyor belt (eg. Guitars etc) must be fully screened.
<b>8.</b>	<b>CONVEYOR BELT</b>
8.1	The conveyor belt must be able to handle a parcel load up to 60kg.
8.2	The conveyor belt must be driven by an almost noiseless drum
8.3	The conveyor belt speed should be approximately 0.2m/sec.
<b>9.</b>	<b>SAFETY</b>
9.1	The units must be in compliance with relevant legislation as prescribed by the DEPARTMENT OF HEALTH and the "GUIDELINES FOR REQUIREMENTS FOR CONVEYOR BELT / CABINET TYPE LUGGAGE X-RAY EQUIPMENT" in terms of:
9.1.1	<p>Radiation dose and leakage:</p> <ul style="list-style-type: none"> <li>• X-ray Dose: Screened Object;</li> <li>• Radiation Leakage</li> <li>• Each Conveyor belt X-Ray inspection units must have Radiation detection meter to test radiation leakage.</li> </ul>
9.1.2	An accredited valid certificate stating compliance with the international standard ISO 9001 must be submitted with the bid documents.
9.1.3	The feed and discharge ends of the conveyor belt are to be so designed that fingers etc cannot be caught during normal operation.

No	Description
9.1.4	The X-ray tube is to be automatically de-energized when the conveyor belt is stopped.
9.1.5	X-ray radiation is to be only switched on when the conveyor belt is moving and the object passing through the light barrier.
9.1.6	X-ray radiation to automatically switch off if radiation shielding covers are removed.
<b>10.</b>	<b>FILM SAFETY</b>
10.1	Bidders must guarantee the unconditional safety of photographic material of professional quality scanned by the units (letter to be attached with bid document).

<b>11.</b>	<b>MANUAL</b>
11.1	One complete set of manuals, per machine shall be handed over to the department when delivered to site, with regards to:
11.2	Operating instructions,
11.3	Technical description with diagrams and instructions for maintenance and repairs.
<b>12.</b>	<b>MAINTENANCE, SERVICE AND REPAIR</b>
12.1	The units design must be of low maintenance type and with minimum future service.
12.2	Electronic replacement parts must be readily available when needed, and the cost thereof be inclusive of the maintenance contract.
12.3	Spare parts must be available for a ten year period, starting from the date of delivery.

<b>13.</b>	<b>GUARANTEE AND SERVICE</b>
13.1	The successful bidder shall maintain and service the complete unit for a period of two (2) years from date of expiry of the guarantee. This must be done on sight at different national areas where units are based, see annexure "B" for areas.
13.2	During the period of guarantee the successful bidder shall at his own expense, carry out all necessary repair work including material and labour (excluding work required due to damage by others) in order to maintain the unit in a working condition. This must be done on sight at different national areas where units are based, see annexure "B" for areas.
13.3	The successful bidder shall during the period of guarantee attend to the unit to the satisfaction of the department within 24 hours after the contractor has been notified that the unit is not operating. This must be done on sight at different national areas where units are based, see annexure "B" for areas.
13.4	After the lapse of the 2 (Two) year maintenance period the successful bidder may be required to enter into a service agreement with the department for a further period of twelve months. This agreement may subsequently be renewed for yearly periods.
<b>14.</b>	<b>SUPPORTING DOCUMENTATION</b>
14.1	Brochures furnishing descriptions and technical specifications of the unit offered must be submitted with the bid documents.
14.1.1	All standards and health confirmation documentation requested in the specifications must be attached, namely:  A letter from the South African Health Department stating that the company supplying the units is compliant with the Hazardous Substances Act (Act 15 of 1973) and an accredited valid certificate stating compliance with the international standard ISO 9001 must be submitted with the bid documents
14.1.2	A letter from the South African Health Department stating that the company supplying the units is compliant with the Hazardous Substances Act (Act 15 of 1973) must be submitted with the bid documents, failing to comply will result in disqualification

## b) WALK-THROUGH METAL DETECTORS SPECIFICATION

<b>Requirement:</b> - Pin-Point Technology for the detection of firearms, knives & weapons. An HS8000 Multi Frequency 45 Zone Walk-Through Metal Detector with high anti-interference capabilities and stable performance that uses digital pulse technology. A detector that is easy to operate /dismantle & can be remote controlled along with a single one key restore.	
<b>Highlights</b> <ul style="list-style-type: none"> <li>• Multi frequency, high anti-interference capability</li> <li>• Digital pulse technology, stable performance</li> <li>• Single one key restore</li> <li>• Remote control, easy to operate</li> <li>• Modular design, easy to install / dismantle</li> </ul>	
<b>Description</b> <ul style="list-style-type: none"> <li>• Advanced digital logic circuit to identify signals &amp; guarantee precise alarming</li> <li>• Equal overlapping detection areas on both sides to ensure accurate positioning</li> <li>• Digital filtering, digital plus, magnetic-electric compatible technologies for quick reaction, high sensitivity, effective detection &amp; strong interference resistance.</li> </ul>	
<b>General</b> <ul style="list-style-type: none"> <li>• Passenger interior size (mm): 1980 (H) X 750 (W) X 650 (D)</li> <li>• Overall length/width/depth (mm): 2200 (H) X 870 (W) X 650 (D)</li> <li>• Weight: Approximately 75 Kg</li> <li>• Working temperature: -30°C to 60°C</li> <li>• Power: 35W</li> <li>• Working Voltage: AC 220 V</li> </ul>	
<b>FUNCTIONS:-</b>	
<b>DETECTION AREA:</b> 8 Detection areas equally distributed in both sides to make-sure accurate positioning	
<b>RECOGNITION AREA:</b> No blind area, paper clip size metal can be detected	
<b>COUNTER:</b> Passenger counter included	
<b>SENSITIVITY:</b> Adjustable level range from 1-300	
<b>DETECTION ZONE :</b> Adjustable single or multi-zones alarm (45 zones)	
<b>DISPLAY:</b> LED at both sides displaying and alarming the contour points of the human body. More than one simulation alarm is available	

<b>ANTI-INTERFERENCE CAPABILITY:</b> Adopting the most advanced technologies of digital filtering, digital pulse and magnetic-electric technologies. No interference when using multiple devices
<b>ENCRYPTION MANAGEMENT:</b> Sensitivity & parameter settings are available only after inputting correct password
<b>COMPUTERIZED CONTROL:</b> Parameter setting & detection data display are available through the computer board
<b>NETWORKING</b> Can be connected to a computer for remote parameter setting/searching (optional)
<b>LIGHTNING PROTECTION DESIGN</b> Device is designed with electric tube and ZnO piezo resistor (pressure sensor) Combination module
<b>STABILITY</b> Distortion-free epoxy board is the base board of probe coil. Guaranteed longlife span
<b>SAFETY</b> Adopted with weak magnetic field technology, meets the current international safety standards. No damage to heart pacemaker wearers, pregnant women, CD, hearing aids, camera, _films etc.
<b>WATERPROOF DESIGN</b> Waterproof synthetic fiber-materials, precision machining
<b>BACK-UP BATTERY</b> Can be supplied as optional extra

The bidder must indicate in writing with a **Comply** for compliance with the requirements and a **Do Not Comply** for non-compliance with the requirements in the relevant column of every specification field. Failure to do this will be interpreted as **Not complying** and will result in the disqualification of the bid.



## SECTION I:

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1.1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

"Accounting Officer"	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
"Contract Duration"	means the period between the commencement and termination of the contract.
"Confidential Information"	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
"Department"	means the KwaZulu-Natal Department of Health.
"Head of Department"	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
"Health Facilities"	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
"ISO Standards"	means standards recognized by International Standard Organisation
"Parties"	means the KwaZulu-Natal Department of Health and Contractor or Service provider
"Province"	means the Province of KwaZulu-Natal.
"ROE"	means the Rate of Exchange.
"SABS"	means the South African Bureau of Standards
"SANS"	means the South African National Standards.
"Vendor"	means Contracted Supplier or Service Provider

#### 1.2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 1.2.1 Any gender includes the other genders.
- 1.2.2 A natural person includes a juristic person and vice versa.
- 1.2.3 The singular includes the plural and vice versa.
- 1.2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2.6 Any reference in this contract to "goods" includes works and/or services.
- 1.2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 1.2.8 All annexures and appendices shall form part of the contract.
- 1.2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 1.2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.

- 1.2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 1.2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **1.3. LEGISLATIVE AND REGULATORY FRAMEWORK**

- 1.3.1 This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A6.3, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA), the Preferential Procurement Regulations 2022 (PPR 2022) and KZN Department Preferential Procurement Regulation Policy 2023.
- 1.3.2 The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

### **2.1. ACCEPTANCE OF A BID**

- 2.1.1 This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.
- 2.1.2 The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

### **2.2. CERTIFICATE OF COMPLIANCE**

- 2.2.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 2.2.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

### **2.3. COMPLIANCE WITH SPECIFICATION**

- 2.3.1 Offers must comply strictly with the specification, offers exceeding specification requirements will be deemed to comply with the specification.
- 2.3.2 The quality of services must not be less than what is specified.

## **2.4. EQUAL BIDS**

- 2.4.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Specific Goals.
- 2.4.2 If capacity to deliver is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 2.4.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **2.5. LATE BIDS**

- 2.5.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.
- 2.5.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## **2.6 MORE THAN ONE OFFER/ COUNTEROFFERS**

- 2.6.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 2.6.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Contract will invalidate such bids.

## **2.7. ONLY ONE OFFER RECEIVED**

- 2.7.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available.

## **2.8 AWARD OF BID (S)**

- 2.8.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one bidder, provided the respective bidder's offer complies with the specification and meets all the conditions attached to the bid.

- 2.8.2 “A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or Accounting Officer or delegated official may appeal to the BID APPEAL TRIBUNAL (BAT).

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg, 3200

## **2.9 EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 2.9.1 The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”
- 2.9.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”
- 2.9.3 If a bidder is found to be employed by the state, through the verification via acceptable means such as CSD, DPSA verification etc, the bid will be immediately disqualified.
- 2.9.4 If it is discovered through other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award will be withdrawn or contract may be terminated without notice.

## **2.10 TRUST, CONSORTIUM OR JOINT VENTURE**

- 2.10.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

- 2.10.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 2.10.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes (where applicable).
- 2.10.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 2.10.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 2.10.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- 2.10.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 2.10.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

## **2.11 VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 2.11.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period. Should the Department forward a formal request for extension of validity period and the bidder opts not to respond, the department will assume that the extension of the validity period is accepted without any conditions.

## **2.12. CHANGE OF ADDRESS**

- 2.12.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **2.13. INVOICES AND PAYMENTS**

- 2.13.1 All invoices must be submitted in the original format.
- 2.13.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.



- 2.13.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) An individual serialized number and the date upon which the tax invoice is issued;
  - (d) A description of the goods or services supplied;
  - (e) The quantity or volume of the goods or services supplied
  - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 2.13.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- 2.13.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 2.13.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
  - (ii) If there is no response from Logistics and Accounts Payable, the Director Logistics and the Director: Expenditure Management of the institution must be contacted.
  - (iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
    - a) Name/s of person/s contacted at the Institution and dates; and
    - b) Details of outstanding account.
    - c) The Chief Director: Accounting Services will then take the appropriate action.
- 2.13.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## **2.14 VALUE ADDED TAX (VAT)**

- 2.14.1 All bid prices must be inclusive of all applicable taxes.
- 2.14.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.

- 2.14.3 **VAT will not be included** after an award of the bid or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT during the life of this contract based on the proposed bid amount.

## **2.15 COMPLIANCE WITH TAX REQUIREMENTS**

- 2.15.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.15.2 The successful bidder(s) tax matters are expected to be in order during the tenure of the contract, should the bidder fail to comply with tax obligations, the orders may not be issued or the contract may be terminated.
- 2.15.3 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.
- 2.15.4 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the periodic contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 2.15.5 Bidders are required to be registered on the CSD and National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.
- 2.15.6 Where Consortia / Joint Ventures / Sub-Contractors are authorised to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

## **2.16 ENTERING OF HOSPITAL/CLINIC STORES**

- 2.16.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

## **2.17 DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 2.17.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 2.17.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

## **2.18 IRREGULARITIES**

- 2.18.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.



## **2.19 UNSATISFACTORY PERFORMANCE**

2.19.1 In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i). The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

a. Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

(ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## **2.20 RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:

The grounds for restriction:

i. The period of restriction which must not exceed 10 years; of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed. Counting Officer his/heThe name and address of the entity/ person to be restricted;'

i. The identity number of individuals and the registration number of the entity; and

ii. The period of restriction.

b) National Treasury will load the details on the Database of Prohibited Vendors.

c) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

## **2.21 CONTRACTOR'S LIABILITY**

2.21.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

2.21.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.



## **2.22 RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 2.22.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 2.22.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.
- 2.22.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

## **2.23 PATENTS**

- 2.23.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

## **2.24 WAIVER**

- 2.24.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- 2.24.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

## **2.25 SUSPENSION**

- 2.25.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.
- 2.25.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.
- 2.25.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

## **2.26 BREACH**

- 2.26.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

- 2.26.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 2.26.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 2.26.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 2.26.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 2.26.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 2.26.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 2.26.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 2.26.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 2.26.7.3 Claim damages suffered, as limited under this Contract.

## **2.27 PREFERENCES**

- 2.27.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretenses, the Department may, at its own right:
- a) Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
  - d) Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
  - e) The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

## **2.28 SEVERABILITY**

- 2.28.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## **2.29 EXPORT LICENSES**

- 2.29.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:
- 2.29.2 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;
- 2.29.3 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **2.30 INSURANCE**

- 2.30.1 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.
- 2.30.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.
- 2.30.3 The Contractor must ensure that the insurance remains in force throughout the contract period.
- 2.30.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days if this was not a mandatory requirement.
- 20.30.5. Provide the Department with a Public Liability Insurance Policy Certificate

## **2.31 GENERAL QUANTITIES AND ORDERS**

- 2.31.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required' and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the periodic contract.
- 2.31.2 Orders will be placed for each institution by delegated officials, the order details will reflect the facility that will be responsible for the payment to Suppliers for the office automation solutions delivered and/or services rendered.
- 2.31.3 Suppliers should note that the order(s) will be placed as and when required during the periodic contract period and delivery points will be specified by the relevant delegated officials. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the purchase orders issued by the delegated officials.

- 2.31.4 The Department is under no obligation to accept any quantity/quantities which is more than the ordered quantity/quantities.
- 2.31.5 The Department officials will only be allowed to order a complete printing solution, services and accessories contracted for.

## **2.32 CONTRACT, VARIATIONS AND EXTENSION**

- 2.32.1 Consideration for expansion, variation or extension of contract will be in line with National Treasury Instruction notes and the KZN Department of Health Policy and delegations.

## **2.33 CESSION OF CONTRACTOR**

- 2.33.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.
- 2.33.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

## **2.34 CONTRACT AMENDMENTS / VARIATIONS**

- 2.34.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on “**Contract Amendments/Variations Register**”. This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.
- 2.34.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 2.34.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

## **2.35 INTELLECTUAL PROPERTY**

- 2.35.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

## **2.36 INSOLVENCY**

- 2.36.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 2.36.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

## **1.37 DISPUTE RESOLUTION**

- 2.37.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **2.38 DOMICILLIA CITANDI ET EXECUTANDI**

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows:

### **The Department Physical and Postal Address:**

Department Name	The KwaZulu-Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

### **The Contractor or Bidder Physical and Postal Address:**

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 2.38.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 2.38.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 2.38.3 Any notice to a party:
- 2.38.4 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);
- 2.38.5 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery; or
- 2.38.6 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

## **2.39 DURATION OF CONTRACT**

- 2.39.1 Once-off procurement

## SECTION J: EVALUATION CRITERIA

This bid will be evaluated based on the Three (3) phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

Phase 1: Minimum Compulsory Requirements

Phase 2: Technical Evaluation

Phase 3: Price and Preference Points

### Phase 1 - Administrative, Compulsory and Mandatory Requirements

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
<b>Administrative and Compulsory Requirements</b>			
1.	Part A: Invitation To Bid (SBD 1)	Yes	Yes
2.	Part B: Terms And Conditions For Bidding (SBD 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion Of Bid	Yes	Yes
4.	Section B: Registration On Central Suppliers Database (CSD)	Yes	Yes
5.	Section C: Declaration That Information On Central Suppliers	Yes	Yes
6.	Section D: Official Briefing Session Form ( <b>Not Applicable</b> )	Yes	Yes
7.	Section E: Bidder's Disclosure (SBD 4)	Yes	Yes
8.	Section F: The National Industrial Participation Programme (SBD 5)	Yes	Yes
9.	Section G: Preference Points Claim Form (SBD 6.1)	Yes	Yes
10.	Section H: General Conditions Of Contract (GCC)	Yes	Yes
11.	Section I: Special Conditions Of Contract (SCC)	Yes	Yes
12.	Section J: Evaluation Criteria	Yes	Yes
13.	Section K: Authority To Sign A Bid	Yes	Yes
14.	Section L: Specifications	Yes	Yes
<b>Mandatory Requirements</b>			
15.	Consortium/ Joint Venture/ Partnership Agreement, If Applicable.	No	Yes (Phase 1) If Applicable
16.	B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency;	No	Yes

**Note:** Should the bidder fail to comply with the above administrative, compulsory and mandatory requirements the bidder will be disqualified

## Phase 2: Technical Evaluation

The item offered must comply fully with or exceed all of the minimum specification requirements.

## Phase 3: Price and Preference Points

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

Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>
<p><b>Please Note:</b></p> <p><b>1) HDP:</b> Full points are allocated to companies who are at least 51% owned by Black People and number of points to be claimed is <b>20</b> points.</p> <p><b>2) Proof to claim Specific Goals or required returnable documents are as follows:</b></p> <ol style="list-style-type: none"> <li>Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>The Department reserve a right to verify this information submitted, using other computer assisted technics.</li> </ol> <p><b>3) False Declaration</b> The procuring institution reserve a right to verify information submitted, should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder may be immediately disqualified or contract may be terminated.</p> <p><b>4) Scoring of points</b> Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points).</p>	



**SECTION M  
PRICING SCHEDULE –  
(PURCHASES)**

Name of bidder.....

Bid number: **ZNB 5905/2024-H**

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

**DESCRIPTION: PROCUREMENT OF METAL DETECTORS AND X-RAY MACHINES FOR THE KWAZULU-NATAL DEPARTMENT OF HEALTH OFFICE BUILDINGS: ONCE-OFF.**

DESCRIPTION	UNIT PRICE (VAT INCL)
METAL DETECTORS	R
X-RAY MACHINES	R
TOTAL BID PRICE	R
	AMOUNT IN WORDS.....

**NB. The total bid price is the price that will be used to evaluate this bid**

- Required by: **KZN DEPARTMENT OF HEALTH**
- Country of origin .....
- Delivery Period .....
- **Note:** All delivery costs (labour and travelling) must be included in the bid price, for delivery at the prescribed destination.

.....  
(Signature of Bidder)

.....  
Date

.....  
(Signature of Witness)

.....  
Date