

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH

| | | | | | |
|-------------|---|---------------|--------------------|---------------|--------------|
| BID NUMBER: | HEDP006/25/26 | CLOSING DATE: | 21/07/ 2026 | CLOSING TIME: | 11:00 |
| DESCRIPTION | SUPPLY, DELIVERY, COMMISSIONING, AND MAINTENANCE OF MEDICAL EQUIPMENT (ESOPHAGEAL HIGH-RESOLUTION MANOMETER) FOR THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS. | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|--|--|--|
| CONTACT PERSON | Mr Sekome T / Ms Motene N.M | CONTACT PERSON | Dr. Hadzhi R. / Ms. Matjila MT |
| TELEPHONE NUMBER | (083) 265 8365 (063) 692 9368 / (015) 293 6350 | TELEPHONE NUMBER | 084 438 3884 / 083 676 4752 |
| E-MAIL ADDRESS | Taelo.Sekomeo@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za | E-MAIL ADDRESS | Mancha.Matjila@dhsd.limpopo.gov.za Rendani.Hadzhi@dhsd.limpopo.gov.za |

SUPPLIER INFORMATION

| | | | | | |
|---|--|--|---|-------------------------------|--|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| CELLPHONE NUMBER | | | | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES | Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | YES <input type="checkbox"/> NO <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....

**PRICING SCHEDULE – NON-FIRM PRICES
(SERVICES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

| |
|---|
| Name of Bidder.....Bid number..... |
| Closing Time 11:00.....Closing date..... |

OFFER TO BE VALID FOR **365** DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(APPLICABLE TAXES INCLUDED) |
|---------|----------|-------------|--|
| | | | R |

- Required by:
- At:
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s):
- Period required for delivery:.....
- Delivery: ***Firm/not firm**

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
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PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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 Bidders, 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 |
|-----------|-----------------|---------------------------|
| | | |
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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

If so, furnish particulars:

.....

¹the 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.

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.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

.....
Date

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.

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Enterprise Located in Limpopo Province | 5/20 | |
| SMMEs | 5/20 | |
| Woman | 4/20 | |
| Disability Persons | 2/20 | |
| Youth | 4/20 | |

REQUIREMENTS FOR ATTAINING SPECIFIC GOALS

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

- a) **People living with Disability:** Submission of signed letter by a Medical Practitioner (Doctor’s letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
- b) **Women:** Bidders must submit the latest full Central Supplier Database (CSD report).
- c) **Youth:** Bidders must submit the latest full Central Supplier Database (CSD report).
- d) **Enterprise Located in Limpopo:** Bidders must attach proof of residence of where the enterprise is allocated.
- e) **SMMEs:** Bidders must attach a valid original sworn affidavit.

Bidders are advised that the allocation of the points for women, people living with disability and youth should be based on the percentage of the equity ownership in the company.

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;
- 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 favorable 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: | |
| | |
| | |

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
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5. Use of contract document and information; inspection
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22. Penalties
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30. Applicable law
31. Notices
32. Tax and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practice

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

| | |
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| | <p>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.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p> |
| <p>2. Application</p> | <p>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.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| <p>3. General</p> | <p>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.</p> <p>3.2. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| <p>4. Standards</p> | <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
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| <p>5. Use of contract documents and information; inspection.</p> | <p>5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <p>6. Patent rights</p> | <p>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.</p> |
| <p>7. Performance Security</p> | <p>7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.</p> <p>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</p> <p>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.</p> |
| <p>8. Inspections, tests and analyses</p> | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> |

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| | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p> |
| 9. Packing | <p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p> |
| 10. Delivery and documents | <p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p> |
| 11. Insurance | <p>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.</p> |
| 12. Transportation | <p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p> |

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| <p>13. Incidental Services</p> | <p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p> |
| <p>14. Spare parts</p> | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. |
| <p>15. Warranty</p> | <p>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.</p> <p>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.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> |

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| | <p>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.</p> |
| 16. Payment | <p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract Amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier</p> |

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| <p>22. Penalties</p> | <p>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.</p> |
| <p>23. Termination for default</p> | <p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>23.4. If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> (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. <p>These details will be loaded in the National treasury’s central database of suppliers or person prohibited from doing business with the public sector.</p> |

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| | <p>23.7. If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p> |
| <p>24. Anti-dumping and countervailing duties and rights</p> | <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p> |
| <p>25. Force Majeure</p> | <p>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.</p> <p>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.</p> |
| <p>26. Termination for insolvency</p> | <p>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.</p> |
| <p>27. Settlement of Disputes</p> | <p>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.</p> <p>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.</p> <p>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.</p> |

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| | <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of Liability | <p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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</p> |
| 29. Governing Language | <p>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.</p> |
| 30. Applicable Law | <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>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.</p> <p>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.</p> |
| 32. Taxes and Duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation Programme (NIP) | <p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p> |
| 34. Prohibition of Restrictive practices | <p>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).</p> <p>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.</p> <p>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.</p> |

General Conditions of Contract

DECLARATION OF COMPLIANCE GENERAL CONDITIONS OF CONTRACT

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| The bidder declares to accept all the Conditions as outlined in the scope of work as specified above by indicating with an "X" in the "ACCEPT ALL" column. | ACCEPT ALL | DO NOT ACCEPT ALL |
| NOTE: FAILURE TO ACCEPT ALL THE SCOPE OF WORK AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID. Signature.....Name (in print)..... Date..... | | |



LIMPOPO
PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

HEDP006/25/26 - SUPPLY, DELIVERY, COMMISSIONING, AND MAINTENANCE OF MEDICAL EQUIPMENT (ESOPHAGEAL HIGH-RESOLUTION MANOMETER) FOR THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

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1. PURPOSE

- 1.1. The purpose of this request for bid (RFB) is to invite companies with solid track experience in the supply, delivery, commissioning and maintenance of Esophageal high resolution Manometer within the health sector.

2. BACKGROUND

- 2.1. The department of health offers various specialized clinical services that require advanced technology in order to ensure effective and efficient medical diagnosis and reporting.

3. SCOPE OF WORK

- 3.1 The successful bidder/s is/are expected to supply, deliver, commission and maintain the esophageal high-resolution manometry system to the Limpopo department of health for a period of 36 months.
- 3.2. The supply and delivery will be undertaken through outright purchase during the period of the contract.
- 3.3 The potential bidder will be expected to maintain the unit during the warranty period without any cost to the department.
- 3.4. The successful bidder will enter into a comprehensive maintenance arrangement to sustain the operational efficiency of the unit which will come into effect after the expiry of the warranty period.
- 3.5. The successful bidder shall guarantee the availability of parts and accessories for the duration of the maintenance period

4. KEY ASPECTS OF THE BID PROPOSAL

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

- 4.1 The successful bidder will be bound by Government Legislative Framework i.e. the General Conditions of Contract and the Special Conditions of Contract (SCC), which will form part of the signed contract. However, LDoH reserves the right to include or waive any condition in the signed contract.
- 4.2 The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed within seven (7) days after the acceptance of award of the bid. The department shall enter into a SLA which is regarded as a performance agreement which will be signed within 30 days after signing of the contract with the Accounting Officer or his/her delegate.
- 4.3 LDoH reserves the right to –
 - 4.3.1 Negotiate the conditions, or
 - 4.3.2 Automatically disqualify a bidder for not accepting these conditions

- 4.4. Bidders must submit their bids on the stipulated closing date and time. Late bids will not be accepted.
- 4.5. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 4.6. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will disqualify the bid and may further exercise any of the remedies available to it.
- 4.7. Each bid, once submitted, constitutes a binding and irrevocable offer to provide goods and services on the terms set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.
- 4.8. The department reserves the right to invite any bidder for a formal presentation during the evaluation. A bidder should be prepared to do so at a venue that is convenient to the LDoH. All costs involved in the presentation or demonstration shall be borne by the bidder.
- 4.9. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 4.10. Attachment of Central Supplier Database Registration Report (CSD). **NB: Bidders must attach a FULL CSD REGISTRATION REPORT and not a summary report.** And for Joint Venture all parties of the consortium /joint venture must submit their individual documents referred to as proof of CSD registration.

5. BID AWARD AND CONTRACT CONDITIONS.

- 5.1. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 5.2. Bidders shall be notified about the decision of the Department by means of publication in the Departmental website and E-tender portal.

6. THE BID ALLOCATION STRATEGY

- 6.1. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 6.2. The bid shall be allocated based on scoring ranking of price and specific goals.
- 6.3. The price of the overall winning bidder shall be used for the purpose of allocating and passing the bid; the strategy to allocate and pass the bid shall be as follows or based on:
 - a) The Price and Specific Goals (PPR 2022) points position / ranking from highest to the lowest points scored.
- 6.4. In the event a bidder is awarded and rejects the awards, the award shall be taken back to the winning bidder after exhausting the allocation of all preferred bidders.

7. RISK MANAGEMENT ON PRICING AND AWARDING

- 7.1. The department shall conduct market research to determine if preferred bidder did not underquote or overcharge their offer.
- 7.2. Overcharged prices shall be subjected to price negotiation or a price offer by the department (as a process to kick-start the negotiation).
- 7.3. Underquoted prices shall be subjected to price justification
- 7.4. All prices charged must be inclusive of business overheads, applicable taxes, and VAT. **NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law within 30 days after award.**

8. VALIDITY PERIOD OF THE BID

- 8.1. Bidders to take note that the bid shall be valid for the period of 180 days and the validity period may be extended if necessary.

9. RATE OF EXCHANGE (ROE) CLAIMS

Should the price be subjected to Rate of Exchange (ROE), claims for ROE variation will be considered. Claims for the rate of exchange variation will only be considered on receipt of requests from suppliers. All relevant documents must accompany the claims. Claims for ROE shall be applicable to suppliers that have, in the Bid documents, indicated the ROE at the time of bidding.

10. DECLARATION OF COMPLIANCE TO SCC

| | | |
|---|--------------------------|---------------------------------|
| <p>THE BIDDER DECLARES TO ACCEPT ALL THE CONDITIONS AS OUTLINED IN THE SPECIAL CONDITIONS OF CONTRACT AS SPECIFIED ABOVE BY INDICATING WITH AN "X" IN THE "ACCEPT ALL" COLUMN.</p> | <p>ACCEPT ALL</p> | <p>DO NOT ACCEPT ALL</p> |
| <p>NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> | | |
| <p>Signature.....Name (in print)</p> | | |
| <p>Date.....</p> | | |

11. EVALUATION CRITERIA

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

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

11.1. PHASE 1: MANDATORY REQUIREMENTS

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

TABLE 1: MANDATORY BIDDING REQUIREMENTS

| FOL | MANDATORY BIDDING REQUIREMENTS | BIDDER'S RESPONSE (Submitted / Not Submitted) |
|-----|--|--|
| 1. | Submission of a copy of valid license and registration from South African Health Products Regulatory (SAHPRA) as a manufacturer, distributor or wholesaler. | |
| 2. | A valid copy of license from SAHPRA to import the model of the device to be supplied under the bidder's name Or Letter of authorization from the license holder (together with all applicable licenses and registrations certificates/licenses of holder) in the case where the license is not in the name of bidder. | |

11.2. PHASE 2: ADMINISTRATIVE COMPLIANCE

- 11.2.1. The bidder shall respond with "Comply", "Not Comply" or "Not Applicable" in the apportioned spaces. The "Not Applicable" answer shall only be considered where the response field has the wording "If Applicable".
- 11.2.2. Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements or failure to attach or complete and/or sign any of the designated areas of the documents mentioned below. Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature (which does not advance the bidder or provide an advantage to the bidder). This shall be on the discretion of the evaluation committee.

TABLE 2.: ADMINISTRATIVE BIDDING REQUIREMENTS

| FOL | ADMINISTRATIVE BIDDING REQUIREMENTS | BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable) |
|----------|---|--|
| 11.2.1.1 | Submission of the following standard bidding documents (fully completed and signed) | |
| | I. SBD 1: Invitation to Bid | |
| | II. SBD 3.2: Non-firm price | |
| | III. SBD 4: Bidders disclosure NB. All companies that are under the name of the director/shareholder or member or trustees as per CSD Report must be declared, irrespective of whether they(companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership | |
| 11.2.1.2 | Proof of authority in terms of SBD.1 to sign the documents on behalf of the bidder | |
| 11.2.1.3 | In case of Consortium or Joint Venture or Partnership (IF APPLICABLE) the following are required: | |
| | I. ✓ Signed agreement between involved parties indicating the lead member; | |
| | II. ✓ Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database (Submit Consortium or Joint Venture CSD Report/ Proof of CSD Registration; | |
| | III. ✓ Consortium or Joint venture resolution authorizing a particular person to sign the bid documents on behalf of the consortium or joint venture | |
| 11.2.1.4 | <u>Bid Declarations:</u> The following declarations must be completed and signed (failure may render the bid invalid) ✓ <u>General Conditions of Contract (GCC)</u> ✓ <u>Special Conditions of Contract (SCC)</u> | |
| 11.2.1.5 | Submission of the original brochure of the unit to be supplied. The brochure must be written in English and supplied in colour version | |

11.3. PHASE 3 (THREE): TECHNICAL SPECIFICATION REQUIREMENTS

General Requirements of the Specifications:

All the potential bidders must take the following into account: (failure to demonstrate the consideration of these requirements may result in disqualification of the bid):

11.3.1 Warranty

- a) Bidders must provide minimum of twenty-four (24) months' warranty against poor workmanship and latent defects and parts. This must be all inclusive and include, amongst others, labour, traveling and accommodation.
- b) The successful bidder will be expected to provide comprehensive corrective and preventative maintenance during the warranty period.

11.3.2. Maintenance and service

- a) Successful bidder should be able to attend to the equipment or to reach the area of equipment within 24 hours of call by the department.
- b) The bidder should have an established service facility, with qualified and product trained technicians.
- c) The cost of patient care incurred during equipment downtime of more than 24 hours will be billed on the account of the successful bidder.
- d) The successful bidder should enter into a sixty (60) months comprehensive maintenance contract effective after the expiry of the twenty four (24) month warranty period.

11.3.3. Training

- a) The successful bidder will be responsible for training of the clinicians in the operation of the unit.
- b) Supply curriculum for on-site training and assessment of staff after training.
- c) Successful bidder will be expected to provide follow up training when required and development of training program with end user.
- d) Comprehensive user / operation manuals to be supplied.

11.3.4. General

- a) The department reserves the right to inspect the bidders' product on site regarding quality, performance, workmanship, etc. Before a final decision is made.
- b) The successful bidder will be responsible for software updates at no additional cost during the maintenance period.
- c) The delivery of the equipment should be made within a period of twelve (12) weeks after the receipt of the purchase order from the department.

11.3.1.6 ACCESSORIES

Bidder must provide a separate quote for all accessories that are required to make the machine functional.

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

11.4.1. Price evaluation requirements

- a. This bid shall be evaluated in terms of **80/20** preference points system.
- b. To be eligible to claim preference points, bidders must complete **SBD 6.1**
- c. Preference points claim form in terms of the Preferential Procurement regulations 2022.

11.4.1.1 COMPREHENSIVE PRICING SCHEDULE

| EQUIPMENT DESCRIPTION: ESOPHAGEAL MANOMETER | | BID PRICE (R) |
|--|----------------------|----------------------|
| Unit price (Including all standard accessories) | Esophageal manometer | R |
| Maintenance | Year 1 | Warranty |
| Maintenance | Year 2 | Warranty |
| Maintenance | Year 3 | R |
| Maintenance | Year 4 | R |
| Maintenance | Year 5 | R |
| Maintenance | Year 6 | R |
| Maintenance | Year 7 | R |
| GRAND TOTAL | | R |

11.4.2 SPECIFIC GOALS ALLOCATION CRITERIA

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

| SPECIFIC GOALS | PREFERENTIAL POINTS |
|--|---------------------|
| | 80/20 |
| Enterprise located in Limpopo Province | 5/20 |
| SMMEs | 5/20 |
| Woman | 4/20 |
| Disability Persons | 2/20 |
| Youth | 4/20 |

11.4.3. REQUIREMENTS FOR ATTAINING SPECIFIC GOALS

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

- a. **People living with Disability:** Submission of signed letter by a Medical Practitioner (Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
- b. **Women:** Bidders must submit the latest full Central Supplier Database (CSD report).
- c. **Youth:** Bidders must submit the latest full Central Supplier Database (CSD report).
- d. **Enterprise Located in Limpopo:** Bidders must attach proof of residence of where the enterprise is allocated.
- e. **SMMEs:** Bidders must attach a valid original sworn affidavit.
- f. **Bidders are advised that the allocation of the points for women, people living with disability and youth should be based on the percentage of the equity ownership in the company.**

12. BRIEFING SESSION

There will be no briefing session for this bid

13. ENQUIRIES

All enquiries regarding the bid may be directed to the following:

| Physical Address | Technical Enquiries | Bidding Process |
|---|--|--|
| Department of Health Fidel Castro Ruz House 18 College Street Polokwane 0699 | Dr. Hadzhi R 015 287 5000 Rendani.Hadzhi@dhsd.limpopo.gov.za Ms. Matjila MT 015 287 5144 Mancha.Matjila@dhsd.limpopo.gov.za | Ms Motene NM (015) 293 6350 Ntlama.Maphahlele@dhsd.limpopo.gov.za Mr T Sekome (015) 293 6352 Taelo.Sekome@dhsd.limpopo.gov.za |

14. ANNEXURE A: DETAILED TECHNICAL SPECIFICATIONS

ESOPHAGEAL HIGH RESOLUTION MANOMETRY SYSTEM TECHNICAL SPECIFICATIONS

| NO. | DESCRIPTION | SPECIFY | BIDDER'S RESPONSE |
|-----|---|---------|-------------------|
| A | MANUFACTURER/DISTRIBUTOR/WHOLESALER, ETC. | | |
| B | UNIT MODEL AND YEAR OF MANUFACTURE | | |
| C | BRAND OF THE UNIT TO BE SUPPLIED | | |
| D | COUNTRY OF ORIGIN | | |

| NO. | DESCRIPTION | COMPLIES YES/NO | BIDDER'S RESPONSE |
|---------------------------------|---|--------------------|-------------------|
| System description | A system for measuring multiple pressures simultaneously, allowing detailed assessment of all relevant data for the whole oesophagus. | | |
| Power requirements | 220-240Ac, 50Hz | | |
| | Back up power system through battery or built in system to cover at least 30min on full operation | | |
| Performance requirements | Must have an alarm system | | |
| | Must offer solid state, water perfused and air-charged catheter options | | |
| | Must have quick view analysis program | | |
| | Must at least have 3D Esophageal Pressure Topography (EPT) | | |
| | Must be able to capture the entire esophageal motor function from pharynx to the stomach | | |
| | Must offer visual sphincter to accurately locate sphincter | | |
| | Must have a colour LCD flat panel touch screen of at least 9 inch | | |
| | Must have an integrated catheter auto-calibration system | | |
| | Must include graphical pointers to identify landmarks including lower oesophageal sphincter, upper Esophageal sphincter and pressure invasion point | | |

| | | | |
|-------------|--|--|--|
| | Must instantly measure and ensure sphincter barrier pressure are correctly recorded despite movement of the lower oesophageal sphincter / oesophago-gastric junction during swallowing Must allow for fluoroscopy studies | | |
| | Must have a printing capability | | |
| | Must allow to register/enter patient details | | |
| | Must provide potential for pharyngeal biofeedback retraining in stroke victims and cancer patients | | |
| | Must be able to accurately quantify the contractions oesophagus and its sphincters | | |
| | Must completely physiological mapping of the oesophagus motor function from the pharynx to the stomach with a single placement of the catheter . | | |
| | Must have at least 36 pressure channels | | |
| | Must allow to change from water perfused high resolution manometer to 36 pressures solid state high resolution manometer | | |
| | Must calculate high resolution manometer results automatically and produce report according to Chicago classification | | |
| | Must automatically classify each swallow | | |
| | Must have built-in storage capacity of at least 200 GB | | |
| | Must have data exportation function with at least USB and LAN ports | | |
| | Must be on a trolley with four castor wheels with brakes | | |
| Accessories | Must be supplied with all necessary accessories to enable the unit to function optimally | | |
| | A4 colour printer | | |
| | Bidder must supply consumables for at least 10 patients on the initial delivery to be quoted separately | | |