

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH (FS) 02/2026/2027:	CLOSING DATE:	19 JUNE 2026	CLOSING TIME:	11H00
DESCRIPTION	MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM, AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTION IN THE FREE STATE DEPARTMENT OF HEALTH. (4ME OR HIGHER) PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF FREE STATE HEALTH					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN					
SUBMISSION TO THE FOLLOWING:					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Mr C.A Skibbe
CONTACT PERSON	R.J Sebetoane	TELEPHONE NUMBER	051 408 1367
TELEPHONE NUMBER	051 408 1152	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SkibbeCA@fshealth.gov.za
E-MAIL ADDRESS	SebetoanRJ@fshealth.gov.za	NB: Bidders may send any queries electronically to the above mentioned emails	

**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 ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:

Capacity Under Which This Bid Is Signed:

Date:



health

Department of
Health
FREE STATE PROVINCE

DOH(FS) 02/2026/2027

CLOSING DATE: 19 JUNE 2026

TIME: 11:00

4 ME OR HIGHER

**MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF
MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS
INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE
STATE PROVINCE HEALTH DEPARTMENT. *PERIOD : DATE OF
SIGNING OF CONTRACT FOR THREE YEARS***

ISSUED BY:

Department of Health
Supply Chain Management
Bophelo House
Ground floor Block C West
Corner Charlotte Maxeke Street and Harvey Road
Bloemfontein
9301

PREPARED FOR:

Department of Health
Infrastructure Unit
Bophelo House
Third Floor
Bloemfontein
9301

Me. B. Dondolo 051 408 1152

Mr. C.A. Skibbe 051 408 1367

NAME OF TENDERING ENTITY:

TEL:

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX: R.....

MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT. PERIOD : DATE OF SIGNING OF CONTRACT FOR THREE YEARS

Part T1 Scope of Work

1.1 The **Scope of Works** is as follows:

- a) Scope of Work for MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT

Part	Scope of Work
T2.1	Scope of Work for MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT

The Contractor shall ensure that an installation or master electrician (depending on zone classification) is appointed to oversee and certify any electrical work to the works.

1.2 The **Technical Specification** is as follows:

- a) Technical Specification for MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT

Part	Technical Specification
T2.2	TECHNICAL SPECIFICATIONS FOR MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT.

1.3 **Applicable national and international standards**

SANS REGULATIONS (as ammended)

SANS7396-1 - Medical gas pipeline systems - Part 1: Pipeline systems for compressed medical

OHS ACT - Act 85 of 1993

Pressure Equipment Regulations 2009

1.4 Site Information

1.4.1 THE SITE

The site's are at various Department of Health owned institutions within the Free State Province. The institution include hospitals, clinics, forensic mortuaries, medicine depots, laundries, EMS stations, office buildings and other specialised health facilities.

1.4.2 WORK AREA

The working area will be all HVAC&R plants and equipment in the Health facilities. All areas of the facilities will be affected. These include theatres, wards, laboratories, offices, kitchens, mortuaries, intensive care units, high care units, passages, workshops etc.

The works undertaken will affect operations in the facilities and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the facility continue during the project implementation.

1.4.3 ACCESS

Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implemetations as access may be denied for unauthorised personnel. The Client reserves the right of admission to the premises. The contractor is at all times required to liaise with Facility Maintenance on site.

1.5 Pricing Instructions

1.5.1 Competitive bidding process

A minimum of three (3) panel registered service providers will be requested to quote on a rotational basis, based on their capacity, availability and satisfactory performance, through the competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA). The Competitive bidding process will apply for preventative maintenance.

1.5.2 Emergency Works

Contractors will be instructed by the employer to attend to emergencies on a rotational basis, based on their capacity, availability and subjected to satisfactory performance. Contractors to submit quotations within 48 hours in order to allow for departmental internal deviation approval. Quotations must include valid supplier quotations for material in order for the employer to review for market related handling fee. Call out fees for normal hours and after hours, sundays/public holidays will be negotiated with the employer in line with market related fees. Labour rates for normal hours and after hours, sundays/public holidays will be negotiated with the employer in line with market related rates and in accordance with the South African labour laws. Reimbursement of travelled kilometres will be in accordance with the AA travel rates in South Africa.

1.5.3 It will be assumed that prices included in the Quotations include overhead costs like Project Management, Site Supervision, Health and Safety Compliance, Site Establishment, etc. Individual pricing of these items will not be accepted or entertained due to the nature of the work being maintenance and not project related.

1.5.4 The agreement is based on the NEC3 Engineering and Construction Short Contract (April 2013 edition). The additions, deletions and alterations to the NEC3 Engineering and Construction Short Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.

1.6 **Materials, samples and shop drawings**

Samples of materials

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the Department of Health Free State Province: Infrastructure Unit Representative for his approval

Workmanship samples

The Project Engineer/Manager may instruct the contractor to furnish samples of workmanship for his approval. Where the Project Engineer requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered by the Project Engineer and Chief mechanical engineer . The Project Engineer approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the Project Engineer for approval
- Allow the Project Engineer and Chief mechanical engineer reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the Project Engineer
- Ensure that shop drawings conform to the dimensions of built work
- Submit three copies of the approved shop drawings to the Project Engineer for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the Project Engineer

The Project Engineer shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

1.7 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format

- One master manual which contains all original certificates
- Two copies of the master manual

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the

1.8 Dimensional accuracy

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the Project Engineer

1.9 Site establishment

Water and Electricity

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

Service - Water

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

Service - Electricity

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

Ablution facilities

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

1.10 Other facilities and services

Telecommunication facilities

The Contractor shall provide the following telecommunication facilities:

- Telephone
- Facsimile
- E-mail

Security of the works

The Contractor shall take all appropriate measures for general security of the works.

Compliance with manufacturer's instructions

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/isolation of existing/sectionally occupied works

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

1.11 Shut down coordination

The Contractor shall coordinate any shut downs required with the relevant Facility Management and Facility Maintenance well in advance to allow for decanting of areas and patients. No shut downs can commence without approval of the Facility Management. The contractor is to take note that the health facilities are functional and live and due care should be taken when disconnecting or shutting down any services to limit down times as far as is reasonable.

1.12 Notice before covering work

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or re-measurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

Preventative Maintenance

The Contractor shall:

- Visit the installation at regular intervals as prescribed by the Project Manager
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

Break Downs

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalism

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative

- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all

Site Meetings and Procedures

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

1.13 Health and safety

1.13.1 Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

1.13.2 Aids awareness

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT. PERIOD : DATE OF SIGNING OF CONTRACT FOR THREE YEARS

Part T2.1 Scope of Work for Medical Gas, Medical Air, Vacuum and LP Gas

1 SCOPE OF CONTRACT

- 1.1 The contractor shall carry out service, maintenance, repair and replacements of Medical Gas, Medical Air, Vacuum and LP Gas Installations at various institutions in the Free State Province Health Department. Works shall be allocated on Quotation or Emergency Instruction basis in writing by Infrastructure and Technical Services. Contractors shall provide updated assessment, costing and program of works at regular intervals.
- 1.2 An unconditional guarantee period of three months after a service/repair/maintenance shall be enforced and no charge for calls shall be levied during these three months provided the call is a direct result of a fault occurring on the installation serviced. Where units are replaced with new units the contractor shall provide an 12 month warrantee on the new units.
- 1.3 The contractor's servicing shall include testing, adjusting and rectifying of faults, as well as the cleaning of the plant room.
- 1.4 If breakdowns of any Plants worked on do occur as a result of negligence on the part of the contractor, the Contractor at his own expense shall repair the applicable Plants.
- 1.5 All servicing, maintenance and repairs on the equipment shall be carried out in such a manner to ensure that the requirements of the occupational Health and Safety Act (Act 85 of 1993) and any amendments to it is adhered to:
- 1.6 Attend ad-hoc meetings with the Department and provide progress reports on works.

NOTE: ALL WORK IN THIS CONTRACT SHALL BE DONE ACCORDING TO THE SANS7396 AND SANS10087 REGULATIONS AS AMMENDED. ANY WORK SHALL BE SIGNED OF BY A SAQCC REGISTERED MEDICAL OR LP GAS PRACTITIONER AS REQUIRED PER THE OHS ACT.

MANDATORY / COMPULSORY REQUIREMENTS *(Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer)*

- Bidders must be registered with SAQCC as a certified medical gas installer
- Bidders must be registered with SAQCC as a certified LP Gas installer
- Only bidders having a Valid CIDB Grade 4ME or higher will be considered for evaluation. (CIDB Certificates must be provided).
- Bidders must submit a of valid COIDA certificates or Letter of good standing
- Bidders must submit a signed Joint Venture agreement in case of Joint Venture
- Bidders must submit an undertaking or commitment letter to ensure creation of job opportunities to local people who are Youth, Woman and people with disabilities

MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT. PERIOD : DATE OF

Part T2.2 Technical Specification for Medical Air, Gas and Vacuum

TECHNICAL SPECIFICATIONS

- 1.1 The successful Tenderer shall be required to maintain and service the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.
- 1.2 This shall include, but not be limited to the following:
- 1.2.1 Examine the system in accordance with any applicable regulation Promulgated under the Occupational Health and Safety Act 85 of 1993 and any amendment thereof.
- 1.2.2 Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times,
- 1.2.3 Repair/replace all parts of the installation which may become necessary for the proper use and/or operation of the installation
- 1.2.4 Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and the cleaning of material as required for proper maintenance of the equipment.
- 1.2.5 Any malfunction or defect occurring within a period of 3 months after any service or repair being executed will be for the account of the Contractor.
- 1.2.6 Examine, periodically and when necessary, all devices and perform any statutory safety tests at or before the expiring of the required intervals
- 1.2.7. Complete the services, maintenance or repair action report, which shall be submitted with invoice
- The contractor must undertake maintenance and adjustments, etc., in such a manner as to cause the least inconvenience to hospital staff and patients. Permission to work in any
- 1.2.8 hospital area must be obtained from the controlling medical officer in each section.

2. SERVICE INTERVALS AND SERVICES

The following is the schedule of servicing to be carried out.
This schedule must be filled in to indicate that equipment has been checked and serviced and attached to invoice.
Copies of schedules will be supplied by the Contractor.

3. MANIFOLD (GENERAL)

Check Manifold, Midrail & chains securely mounted. (Manifold & Standby Cylinder Service Point)
Check all parts for damage & wear.
Check signs (No, smoking, Gas type) are installed.

4. MANIFOLD (OPERATION)-OXYGEN

Examine for leaks at all connections, valves, regulators, serpentine.
Examine that all pressure settings are correct.
Test for correct operation of change-over device (if applicable).
Test for correct operation of manual change-over (if applicable).
Check VIE reducing station is set & operating correctly.
Check satisfactory conditions of wiring & controls.
Check no leaks through safety valves & that vent pipe is not obstructed.
once a week Check that correct number of cylinders are connected as per manifold requirements.

5. STANDBY CYLINDER SERVICE POINT

Check fit of probe without leakage & that service point is of correct type in the plant room.
Check isolation valve for correct operation without leakage where practical.
Check cylinder contents & regulator setting.

6. NITROUS OXIDE

Check Manifold, Midrail & Chains securely mounted.
Check all parts for damage & wear.
Check signs (No smoking, Gas Type) are installed.

7. MANIFOLD (GENERAL) (Manifold & Standby Cylinder Service Point)

Check Manifold, Midrail & Chains securely mounted.
Check all parts for damage & wear.
Check signs (No smoking, Gas Type) are installed.

8. MANIFOLD (OPERATION) NITROUS OXIDE

Examine for leaks at all connections, valves, regulators, serpentine.
Examine that all pressure setting are correct.
Test for correct operation of change-over device (if applicable).
Test for correct operation of manual change-over (if applicable).
Check N²O reducing station is set & operating correctly.
Check satisfactory conditions of wiring & controls.
Check no leaks through safety valve & that vent pipe is not obstructed.
condition. Check that correct number of cylinders is connected as per manifold requirements.

9. STANDBY CYLINDER SERVICE POINT

Check Fit of probe without leakage & that service point is of correct type.
Check isolation operation without leakage where practical.
Check cylinder contents & regulator setting.

10. STANDBY CYLINDER SERVICE POINT

Check Fit of probe without leakage & that service point is of correct type.
Check isolation valve for without leakage where practical.
Check cylinder contents & regulator setting.

11. **VACUUM BOTTLE TRAP**

Check condition of all bottle traps – cleaning if necessary
Check condition of sealing gasket.

12. **MEDICAL GAS OUTLET POINTS**

Examine for satisfactory condition & that identification markings are secure, legible & correct.
Test, using the correct probes fitted with pressure gauges for correct operation & outlet
Test leakage when closed or when probe is inserted.

13. **THEATRE FITTINGS (PENDANTS & BOOMS)**

Examine for secure mounting.
Examine freedom of movement.
Check that hoses are securely connected to the correct fittings (boom arms).
Check outlet points weekly when theatre maintenance is scheduled.

NOTE

The responsibility for maintenance of anesthetic equipment and the flexible hoses for connection to the outlet points is normally a matter for the manufacturers.

Obviously faulty equipment or hoses must be brought to the attention of the responsible person at the Hospital who will arrange for the necessary repairs UNDER NO CIRCUMSTANCES must any repairs be attempted to any anesthetic equipment.

14. **MEDICAL GAS WARNING & ALARM SYSTEMS**

MASTER PANEL

Test that all lamps and audible alarm respond to test button.
Check that all labels are secure, legible and correct.

15. **SLAVE PANELS**

Test that all lamps and audible alarm respond to test button.
Check that all labels are secure, legible and correct.

16. **SYSTEM OPERATION (PRESSURE SWITCHES, VACUUM STATS & CONTACT GAUGES)**

Examine all equipment for satisfactory condition.
Simulate fault conditions (when convenient) to test correct setting on all sending devices & for correct operation of visual & audible alarms at all alarm panels.
Test that all muting switches are effective.
Test that all muting switches reset automatically.

17. **WIRING**

Examine all visible wiring & cables for physical damage & for security of mounting. Test that all muting switches are effective.

18. **SAFETY**

GENERAL SAFETY

- Check that all warning, no smoking, gas identification signs are in place, secure, legible & correct.
- Check that machine guards are correct & securely in position.
- Check that all cylinder midrail chains are in use.
- Check that plant room & manifold rooms are securely locked.
- Check that the storage of spare full cylinders & empty cylinders is correct.
- Ensure that only medical gas cylinders are housed in one storage room.

19. **FAN**

- Check for excessive vibration and correct.
- Check airflow and adjust. Check fan motor mountings.
- Check if fan motor is lubricated.
- Check if fan motor is overheating.
- Check outlet points.
- Check pipe reticulation and damper settings.

20. **SERVICING SCHEDULE MEDICAL GAS RETICULATION**

GAS BANKS, O₂, NITROUS OXIDE AND MEDICAL AIR

- Check warning light panel.
- Check oxygen and nitrous oxide pressure gauges.
- Check VIE pressure gauges.
- Check for leaks and general condition.
- Log all relevant information.
- Perform a survey throughout the hospital, listing conditions of isolating valve cabinets.
- Every medical gas outlet to be checked for leaks.
- All warning light panels to be checked for proper functioning.
- Remove and wash out all vacuum bottles.

21. **COMPRESSOR/S NOTE**

- Before checking any mechanical units ensure that the item(s) being checked is isolated & that lock-out sign is in place.
 - Check that motors & compressors are securely mounted.
 - Check security of holding down bolts on base plates & anti-vibration mountings.
 - Check air intake & inlet filter elements.
 - Examine correct alignment of motor with compressors.
 - Check pulleys & belt for wear & tension.
 - Examine mounting, condition & running of after coolers & operation of drainage traps on after coolers. Check flexible connection between compressors & pipe work.
 - Examine to ensure lubricants are to required levels for motor & compressor (change all filters).
- Separators as per manufacturer's specifications if user has appointed Sub-Contractors to do services approval must first be obtained from the inspector concerned.

22. AIR RECEIVER AND VACUUM RECEIVER

Examine for external signs of damage or wear & for secure mounting.

Check drainage trap is working correctly.

Compressed air receivers are subject to statutory examination & testing.

If user has appointed Sub-Contractors to do this testing – arrange a separate time to do the tests as per the O.H.S.A.

23. COMPRESSOR CONTROLS

Test satisfactory condition and operation of duty selection switching.

Test satisfactory condition and operation of compressor and air driers auto/manual switching.

24. DISTRIBUTION SYSTEM

25. PIPE WORK

Examine visible distribution lines for physical damage, security of mounting and identification markings are secure legible & correct.

26. VALVES

Check correct operation of main isolating valves (where practicable & test for leaks)

Check correct, operation of branch isolating valves (where practicable & test for leaks).

Examine isolation valves in boxes & test for leaks.

Check general conditions of valve boxes.

Check that identification markings on valves are secure, legible & correct.

27. PRESSURE REDUCING SETS

Examine condition & correct settings of pressure reducing valves & test for leaks.

Test for leakage at safety valves & examine that valve discharge is not obstructed.

Check that gauges indicate required pressure.

28. MINOR SERVICE: MEDICAL AIR PLANT

28.1 Check all compressors for any defects.

28.2 Check and record relevant information, e.g. pressures, temperatures, etc. on compressors.

28.3 Check medical air filter pressure differential gauges.

28.4 Check HP and LP supply pressures.

28.5 Check for any oil leaks and repair if required.

28.6 Check oil levels and top up if required.

28.7 Check air intake filter and clean properly.

28.8 Check oil separator.

28.9 Check general condition of compressors.

28.10 Replace medical line filters.

28.11 Clean complete unit properly.

28.12 After inspection of compressors, all defaults must be repaired.

29. MAJOR SERVICE: MEDICAL AIR PLANT

The following work must be done and only original parts to be used

- 29.1 Change oil filter
- 29.2 Change air filter
- 29.3 Change separator filter
- 29.4 Change oil
- 29.5 Clean separator oil return line
- 29.6 Change hydraulic pipe from air end to separator tank
- 29.7 Change blow down solenoid kit
- 29.8 Change minimum pressure valve kit
- 29.9 Change suction head kit
- 29.10 Check and inspect all safety systems (high temperature, overload)
- 29.11 Grease motor bearings
- 29.12 Change V belts and inspect pulleys (drive and non-drive)
- 29.13 Clean outside of vacuum pumps, motors, coolers, fans and electrical panel
- 29.14 Start compressors and check amps and volts reading on load and full load
- 29.15 Change inline filters

30. VACUUM PUMPS

Check motor & pump are securely mounted.
Check condition of anti-vibration mounting & of holding down bolts.
Examine correct, alignment of motor & pump.
Check pulleys & belt for wear & tension.
Examine to ensure lubricants are to required levels for motor & pump service as per
Examine operation of non return valves.
Check condition of pump inlet filter.

31. VACUUM PUMP EXHAUST SYSTEM

Examine exhaust silencers (if fitted).
Check that discharge pipes are sound, secure, not obstructed and not giving rise to any hazard at the point of discharge.

32. MINOR SERVICE: VACUUM PLANT

- 32.1 Inspect vacuum pumps for any defaults.
- 32.2 Inspect vacuum tank water level.
- 32.3 Record vacuum pressure in appropriate log book.
- 32.4 Check for any oil leaks and repair.
- 32.5 Check level of oil and top up.
- 32.6 Inspect general condition.
- 32.7 Change lead/lag vacuum pumps.
- 32.8 Check vacuum bottle traps throughout the hospital complex situated in the isolating cabinets.
- 32.9 Clean units properly.
- 32.10 All defects found must be repaired.
- 32.11 Change lead/lag vacuum pumps.
- 32.12 Check vacuum bottle traps throughout the hospital complex situated in the isolating cabinets.

33. MAJOR SERVICE: VACUUM PLANT

The following work must be done and only original parts to be used:

- 33.1 Change oil filter
- 33.2 Change air filter
- 33.3 Change separator filter
- 33.4 Change oil
- 33.5 Check separator oil return line
- 33.6 Change hydraulic pipe from air end to separator tank
- 33.7 Change blow down solenoid kit
- 33.8 Change minimum pressure valve kit
- 33.9 Change suction head kit
- 33.10 Check and inspect all safety systems (high temperature, overload)
- 33.11 Grease motor bearings
- 33.12 Change all drive couplings between motor and air end
- 33.13 Clean outside of vacuum pumps, motors, coolers, fans and electrical panels
- 33.14 Start vacuum pumps and check amps and volts reading on load and full load
- 33.15 Change inline filters

34. MAJOR SERVICE: DESICANT AIR DRIERS

- 34.1 Change desicant material
- 34.2 Change pre/post filter elements
- 34.3 Inspect pilot-operated, solenoid, and check valves for leaks or blockages
- 34.4 Clean mufflers
- 34.5 Inspect seals and fittings for leaks
- 34.6 Perform a comprehensive inspection of all dryer components
- 34.7 Check and clean control systems
- 34.8 Complete Manufacturer Specific Actions as indicated in O&M Manual

- 35. Audit on medical gas supply to the entire institution
 - Assessment of medical points
 - Assessment of medical Air Compressors
 - Assessment of Vacuum Pumps

Assessment of oxygen Panel with manifolds

Assessment of nitrous panel with manifolds

Assessment of line pressure indicators

Detailed Report on audit with recommendations to comply with SABS

Assessment of entire hospital for compliance in terms of SABS regulations on medical gas operations installation.

Detailed medical air inventory

Detailed professional and approved drawings

Detailed cost to bring equipment to acceptable standard.

Check air intake & inlet filter elements.

Examine correct alignment of motor with compressors.

Check pulleys & belt for wear & tension.

Examine mounting, condition & running of after coolers & operation of drainage traps on after coolers. Check flexible connection between compressors & pipe work.

Examine to ensure lubricants are to required levels for motor & compressor (change all

Separators as per manufacturer's specifications if user has appointed Sub-Contractors to do services approval must first be obtained from the inspector concerned.

FREE STATE PROVINCIAL CAPEX PROGRAMME - EMPLOYMENT DATA

MINIMUM DATA REQUIRED FROM CONTRACTOR MONTHLY

Item No: _____ File No: _____ Report date: _____

Institution: _____

Service: _____

Month	ACTUAL PAYMENTS	ACTUAL PEOPLE EMPLOYED					ACTUAL TRAINING					
	Wages (inc in Constr.)	Monthly Employment - Number of persons and average number work days					Number of persons and training days					
		Men	Youth	Women	Disabled	Work days	Manage	days	Tech skills	days	Life skills	days
b/f												
April												
May												
June												
July												
August												
September												
October												
November												
December												
January												
February												
March												
TOTAL												

COMMENTS: _____

	Benchmark	Offered	Contractor's Name:
Labour content			Tel: _____ Fax: _____
Jobs created			E-mail: _____
Training			Responsible Person: _____

Section T3.1: Functionality Criteria

The bidders will be assessed for the functionality as set out below. Failure to comply with the below mentioned requirements will lead to points being forfeited. Bidders scoring less than the minimum score of 70 points out of 100 points for the functionality will automatically be disqualified.

a) Technical Evaluation (Functionality)		
The technical criteria and maximum score in respect of each of criteria shall be as follows:		
Criteria	Points	Weighting Factor:
Functionality Criteria	allocation for sub criteria	
<p>1. COMPANY EXPERIENCE Demonstrate company experience of tendering entity with respect to relevant projects.</p> <p>Bidder must provide appointment letters or purchase orders (on client's letterhead) and corresponding completion reference letter or completion certificate, not older than 5 years in the field.</p> <p>NB! Points will not be allocated for non-corresponding documents.</p> <ul style="list-style-type: none"> • Five (5) Appointment letters or Purchasing Orders with 5 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment -(40 points) • Four (4) Appointment letters or Purchasing Orders with 4 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment - (32 points) • Three (3) Appointment letters or Purchasing Orders with 3 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment - (24 points) • Two (2) Appointment letters or Purchasing Orders with the 2 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment - (16 points) • One (1) Appointment letters or Purchasing Orders with 1 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment (8 points) • Zero (0) Appointment letters or Purchasing Orders with 0 Corresponding Completion Certificates or completion reference letters in medical gas system or equipment (0 points) 	40 points	

DOH (FS) 02/2026/2027: MAINTENANCE, SERVICE, REPAIR AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT

<p>Note: Submission of completion certificate / completion reference letter without corresponding appointment letter / purchase order or submission of appointment letter / purchase order without corresponding completion certificate/ completion reference letter will not be considered for scoring purposes. Points will be forfeited. NB: The completion certificates/ completion reference letters and appointment letters must be signed.</p>		
<p>4) Locality - Proof of Address as Free State Province Bidder – Bidders can provide the following as proof of locality:</p> <p>Municipal rates and taxes Or Valid Lease agreement including a statement of account not more than 3months old.</p>	<p>30 points</p>	
<p>6) Certified qualifications, identity document and experience of key personnel: CV's, ID and qualifications must be attached. Only certified copies not older than 3 months will count for points.</p> <p><u>Registered Technician (SAQCC: Gas)</u> - Qualified with > 5 years' experience – 15 points Qualified with < 5 years' experience – 10 points</p> <p><u>Registered Technician (SAQCC: LPGSA)</u> Qualified with > 5 years' experience – 15 points Qualified with < 5 years' experience – 10 points</p>	<p>30 points</p>	
<p>Total</p>	<p>100 points</p>	

NB: Only the bidders who meet the mandatory requirements of the bid / tender and scored minimum of 70 points on functionality will be considered to form part of the framework contract for the period of three years.

The framework will be implemented as outlined in paragraph 1.5 (pricing instructions) above

SITE EXPLANATORY MEETING CERTIFICATE

TENDER NUMBER: **DOH (FS) 02/2026/2027**

Attendance list number: _____

DESCRIPTION: MAINTENANCE, SERVICE, REPAIRS AND REPLACEMENT OF MEDICAL GAS, MEDICAL AIR, VACUUM, AND LP GAS INSTALLATIONS AT VARIOUS INSTITUTION IN THE FREE STATE DEPARTMENT OF HEALTH. (4ME OR HIGHER)

CONTRACT PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (3) YEARS.

Attendance of the site explanatory meeting is COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

COMPULSORY SITE BRIEFING MEETING DATE: 03 JUNE 2026

TIME: 10H00

VENUE: AUDITORIUM, FIRST FLOOR
BOPHELO HOUSE, C/O CHARLOTTE
MAXEKE STREET AND HARVEY ROAD
BLOEMFONTEIN
9301

CONTACT PERSON/S: Mr. C.A Skibbe
Tel: (051) 408 1367 (Infrastructure)

This is to certify that _____ in his/her capacity as
_____ of the company _____ has attended the
Compulsory Explanatory meeting on the _____ day of _____ 2026 and is
therefore, familiar with circumstances and the scope of the items to be supplied.

**SIGNATURE /DEPARTMENTAL
OFFICIAL**

RANK

**SIGNATURE OF REPRESENTATIVE
OF COMPANY**

DATE

OFFICIAL DATE
STAMP

*** Note: Only one certificate per company**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.6 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

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION:**1) INVITATION OF QUOTATIONS**

Quotations with the value above R500 000 may not be invited for a period less than 7 days before closing.

If due to circumstances there is a need to close the quotation within a period less than 7 days, the intention to invite the supplier for a lesser period should be indicated on the Demand Form. **Minimum of three quotations must still be obtained in this regard.**

2) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80 / 20.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	80 points
Specific goals	=	20
Total points	=	100 points

3. THE APPLICATION AND IMPLEMENTATION OF THE PRERENTIAL PROCUREMENT SPECIFIC GOALS

3.1 The institutions must apply the 80/20 Preferential Point System to all the quotations above R30 thousand. The following Specific goals are applicable to all the requests for quotations within the Department

GENERAL

Specific goal	Applicable weight	The weight/s to be broken-down as follows	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)
Woman	10	<ul style="list-style-type: none"> • 100% Woman ownership = 10 points • 75%-99% Woman ownership =8 points • 60%-74% Woman ownership=6 points • 50% - 59% Woman ownership = 5 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document or • Valid RSA driver's license issued by the relevant authority. <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.</p>
Youth	4	<ul style="list-style-type: none"> • 100% Youth ownership = 4 points • 75%-99% Youth ownership = 3 points • 60%-74% Youth ownership= 2 points • 50%-59% Youth ownership = 1 point • 0-49% Youth ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document or • Valid RSA driver's license issued by the relevant authority. <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s. (Youth is defined as any south African citizen with the age between 18 and 35 years)</p>

People living with disability.	2	<ul style="list-style-type: none"> • 100% Disabled person Ownership = 2 points • 51%-99% Disabled person Ownership = 1 points • 0% - 50% Disabled person Ownership = 0 	<ul style="list-style-type: none"> • Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company (NB: the institutions must ensure that this specific goal is aligned to the district they are situated in.)	4	<ul style="list-style-type: none"> • Free State based company = 4 points • Not Free State based company = 0 points 	<ul style="list-style-type: none"> • Municipal Account, not older than (3) months (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached) OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councilor
WOMEN AND YOUTH			
Woman	10	<ul style="list-style-type: none"> • 100% Woman ownership = 10 points • 75%-99% Woman ownership = 8 points • 60%-74% Woman ownership = 6 points • 50% - 59% Woman ownership = 5 points • 1% - 49% Woman ownership = 1 points • 0% Woman ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document OR • Valid RSA driver's license issued by the relevant authority <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.</p>
Youth	10	<ul style="list-style-type: none"> • 100% Youth ownership = 10 points • 75%-99% Youth ownership = 8 points • 60%-74% Youth ownership = 6 points • 50%-59% Youth ownership = 3 points • 1-49% Youth ownership = 1 point • 0-50% Youth ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document OR • Valid RSA driver's license issued by the relevant authority <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.</p>

WOMEN ONLY			
Woman	20	<ul style="list-style-type: none"> • 100% Woman ownership = 20 points • 75%-99% Woman ownership = 18 points • 60%-74% Woman ownership = 16 points • 51%-59% Woman ownership = 13 points • 0-50% Woman ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document OR • Valid RSA driver's license issued by the relevant authority <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.</p>
YOUTH ONLY			
Youth	20	<ul style="list-style-type: none"> • 100% Youth ownership = 20 points • 75%-99% Youth ownership = 18 points • 60%-74% Youth ownership = 16 points • 51%-59% Youth ownership = 13 points • 0-50% Youth ownership = 0 points 	<ul style="list-style-type: none"> • RSA identity document OR • Valid RSA driver's license issued by the relevant authority <p>NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.</p>

4) **Once-off bid prices**

4.1 **Firm prices:**

Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding

5) **Period Contract Prices**

5.1 **1st year of the contract period:**

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

5.2 **2nd year and rest of the contract period – Prices subject to escalation**

5.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

5.2.2 **In order to be considered for price increases from the 2nd year of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.**

5.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department. Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

5.2.4 **Documentary proof for price adjustments:**

- (i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.
- (ii) The following information must be supplied when claims for rate of exchange variations are lodged:
 - Documentary evidence of currency and amount paid to foreign supplier
 - Supplier's invoice
 - Bill of entry/landing
 - Copy of institutions order, delivery note and invoice

5.2.5 Failure to comply with the conditions as per par. 5.2.2 to 5.2.4 **will invalidate** the claim.

6) **Qualification of bid / quotation documents**

6.1 The invitation form (SBD 1 / Quotation Invitation Form) must be **completed in full, stamped where it is required and signed originally** (in black pen ink) by the person in the company who is authorised to do so. **Failure to sign the offer will invalidate the offer.**

6.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are *retyped, transmitted by facsimile, electronic mail or changed in any other way, will invalidate the bid.* Scanned documents, which are completed in the original, will be acceptable.

7) **Applicable Declarations – SBD 4, SBD 6.1:**

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

7.1 **SBD 4 – Declaration of Interest**

All the state employees are not allowed to do a business with the Free State Department of Health.

8) **Corrections to documents:**

8.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner will invalidate the bid or the relevant item, or the relevant clause.

- 8.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation will not be taken into consideration.
- 8.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 8.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed will not be considered.
- 8.5 The bid must be submitted in a sealed envelope. The correct bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid will not be considered. Bids, which are received after the closing date and time, will not be accepted and will be returned to the bidder.

9) **Tax Clearance Certificates**

- 9.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.
- 9.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.
- 9.3 Period Contracts: Should the bid be accepted, the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.
- 9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) **Compulsory Explanatory Meeting and / or Site Visit**

- 10.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend will invalidate the bid. In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.
- 10.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.
- 10.3 Information already provided at the meeting will not be repeated to late attendees.
- 10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) **Payment to suppliers**

Payments will be handled as prescribed by the PFMA and will normally be affected within 30 days of receipt of all the required documentation, which should be correct in every respect.

12) **Legislation / Laws**

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

13) **Validity period of bid**

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

14) **Quantities**

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities.

Where quantities are specified, "as required" the quantities will be ordered as and when needed.

15) **Samples**

15.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

15.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.

15.3 Samples shall be supplied by the bidder at his/her own expense and risk.

15.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.

15.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

16) **Bid prices**

16.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.

16.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.

16.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

17) **Price lists**

Price lists will not be considered for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

18) **Specification – company's response**

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. Where items deviate from the requirement, the deviation must be indicated.

19) **Adjudication of bid**

19.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.

19.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

19.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

19.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

19.3.3 Disqualify the bidder or person from the bidding process;

19.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

19.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

19.3.7 Forward the matter for criminal prosecution.

20) **Restriction of business interest of employees conducting business with the Provincial Government**

An employee may not have a business interest in any entity conducting business with the Provincial Government.

21) **Compliance to contract**

21.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

21.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

- 22) **Contract signing**
In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.
- 23) **Financial schedules**
The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.
- 24) **Declaration of Interest**
Failure to declare interest on the part of the company or officials from the Department is unacceptable, which will lead to the bid/quotation not being considered.
- 25) **Descriptive literature / brochures / pamphlets**
If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.
- 26) **Performance Security / Surety**
A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.
- 27) **Accredited representative**
If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.
- 28) **Equipment exceeding specifications**
There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.
- 29) **Delivery and documents**
If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document.
- 30) **Insurance**
Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.
- 31) **Incidental services**
Incidental services if so required will be handled as specified in the bid document.
- 32) **Spare parts**
Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.
- 33) **Warranty**
- 32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
- 32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.
- 32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

34) **Penalties**

Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

35) **Settlement of disputes**

The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

36) **Termination of contracts: Unfulfilled orders**

On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

37) **Cession of contracts**

The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

38) **Acceptance of the Special Conditions of Contract and General Conditions of Contract**

Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

39) **THE COMPANY MUST COMPLETE THE FOLLOWING:**

I,In my capacity as of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel. of Company: (.....) Fax of Company: (.....)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (c) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)