

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	DOH(FS)01/2025/2026	CLOSING DATE: 13 JUNE 2025	CLOSING TIME:	11H00			
DESCRIPTION	SUPPLY AND DELIVERY OF RADIOLOGY EQUIPMENT OF DIGITAL DENTAL 3D PRO CONE BEAM COMPUTER TOMOGRAPHY WITH PANORAMIC, CT (PART CT) AND CEPHALOMETRIC X-RAYS UNIT AND DIGITAL REMOTE CONTROLLED RADIOGRAPHIC MOBILE X-RAY SYSTEM FOR FREE STATE DEPARTMENT OF HEALTH.						
	PERIOD: ONCE-OFF PURCHASE OF EQUIPMENT WITH A THREE YEARS MAINTENANCE PLAN.						
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.							
DEPARTMENT OF FREE STATE HEALTH.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Me. B Dondolo			CONTACT PERSON	Mr J.T Moeketsi		
TELEPHONE NUMBER	051 408 1590			TELEPHONE NUMBER	082 785 9912		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	DondoloB@fshealth.gov.za			E-MAIL ADDRESS	MoeketsiJT@fshealth.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
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 THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS) 01/2025/2026**

Attendance list number: DOH01/2025/_____

SUPPLY AND DELIVERY OF RADIOLOGY EQUIPMENT OF DIGITAL DENTAL 3D PRO CONE BEAM COMPUTER TOMOGRAPHY WITH PANORAMIC, CT (PART CT) AND CEPHALOMETRIC X-RAYS UNIT AND DIGITAL REMOTE CONTROLLED RADIOGRAPHIC MOBILE X-RAY SYSTEM FOR FREE STATE DEPARTMENT OF HEALTH.

Attendance of the explanatory meeting 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.

EXPLANATORY MEETING DATE: 29 May 2025

TIME: 10H00

VENUE: Pelonomi Tertiary Hospital,
121 Dr Belcher Road
Radiology Boardroom,
Block E, Room 34
Bloemfontein
9300

CONTACT PERSON/S: Mr. J.T Moeketsi

Tel: 082 785 9912

This is to certify that _____ in his/her capacity as
_____ of the company _____ has attended the
explanatory meeting on the _____ day of _____ 2025 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**



health

Department of
Health
FREE STATE PROVINCE

**SUPPLY AND DELIVERY OF RADIOLOGY EQUIPMENT OF
DIGITAL DENTAL 3D PRO CONE BEAM COMPUTER
TOMOGRAPHY WITH PANORAMIC; CT (PART CT) &
CEPHALOMETRIC X-RAYS UNIT AND DIGITAL REMOTE
CONTROLLED RADIOGRAPHIC MOBILE X-RAY SYSTEM FOR
FREE STATE DEPARTMENT OF HEALTH**

**PERIOD: ONCE-OFF PURCHASE OF EQUIPMENT WITH A
THREE-YEARS MAINTENANCE PLAN**

CONTACT PERSON : MR JT MOEKETSI

Tel: 082 785 9912

TECHNICAL SPECIFICATIONS IN RESPECT OF:

SUPPLY AND DELIVERY OF RADIOLOGY EQUIPMENT OF DIGITAL DENTAL 3D PRO CONE BEAM COMPUTER TOMOGRAPHY WITH PANORAMIC; CT (PART CT) & CEPHALOMETRIC X-RAYS UNIT AND DIGITAL REMOTE CONTROLLED RADIOGRAPHIC MOBILE X-RAY SYSTEM FOR FREE STATE DEPARTMENT OF HEALTH

ITEM 1: DIGITAL DENTAL 3D PRO CONE BEAM COMPUTER TOMOGRAPHY WITH PANORAMIC; CT (PART CT) & CEPHALOMETRIC X-RAYS UNIT

ITEM		DESCRIPTION	STATE COMPLIANCE (YES/NO)
1	1	SCOPE	
	1.1	This specification establishes the requirements for the decommissioning, supply, delivery, installation, demonstration, training and commissioning of A Digital Dental 3d Pro CONE BEAM COMPUTER TOMOGRAPHY with Panoramic; CT (part CT) and Cephalometric X-Ray unit for use in the Pelonomi Tertiary Hospital RADIOLOGY DEPARTMENT.	
	1.2	The system offered must comply with or exceed all of the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.	
	1.3	Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e. all components of system must accompany the Bid, failing which the bid will not be considered.	
	1.4	The equipment and any accessories ordered from the successful Bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful Bidder, prior to full payment being made.	

	1.5	The unit is required for panoramic, cone beam CT (part CT) and cephalometric procedures in the Radiology department.	
	2	SPECIFICATIONS AND REQUIREMENTS	
	2.1	The offered system shall be installed and fully functional, which shall include all the aspects as identified in the bid document.	
	2.2	The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding column in the details of offer;	
	2.3	The Bidder must clearly state any parameter values or additional information as requested next to the relevant column;	
	2.4	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
	2.5	The requested options and optional extras must be clearly defined and a separate pricing schedule must be provided by the Bidder;	
	2.6	The offered system shall be of the latest technology. The Bidder must state how long this technology has been commercially available (state when the model offered was launched), as well as if any near future updates are expected	
	2.7	What is the life expectancy of the unit being offered?	
	2.8	What is the manufacturing company's policy regarding availability of spare parts after production of the new units stops?	
	2.9	All prices are to include 15% VAT	
	3.1	COMPONENTS OF THE SYSTEM	
	3.1.1	The following components shall form part of the system:	

		a) 65 kW (or higher) 60-150 kV generator b) Panoramic X-Ray unit c) Cephalometric X-Ray unit d) CT (part CT) X-ray integrated unit e) X-ray tube power consumption minimum 2.0 kVA f) Comprehensive X-ray software must be included. g) Comprehensive Post processing software must be included. g) DICOM inter operability packages to be included: <ul style="list-style-type: none"> ➤ Dicom Query / Retrieve & Multimodality view ➤ DICOM Export / Storage commit ➤ Modality Performed Procedure Step ➤ DICOM Worklist Management h) All SAHPRA needed Accessories to be included.	
	3.2	Specifications	
	3.2.1	The system design shall allow access to the patient on wheel chairs.	
	3.2.2	This must be a self contained ?	
	3.2.3	Anode Voltage: 50-90 or more Tube Current :3.2-16mA HU Capacity : 35kj, 49000 hu Minimum Total Filtration : 3.2 Al	
	3.2.4	Pixel Size: 0.45 ; 0.33 ; 0.19 ; 0.07 2D Image Detector Sensor Pixel Size:100	
	3.2.5	Reconstruction Time(s): <60	
	3.2.6	Image Voxel: 85-420 or better	
	3.2.7	Scan Time(s) : 10-42s	
	3.2.8	Imaging Programs : <ul style="list-style-type: none"> • Standard • Paediatric • Ortho Zones 	

		<ul style="list-style-type: none"> • Orthological ;Wide Arch ; Lat TMJ ; PA TMJ • Maxillary Sinus • Bitewing 	
	3.2.9	Source Distance: +-65cm	
	3.2.10	Dental Arch Magnification : < 30%	
	3.2.11	DR with low radiation	
	3.2.12	FoV : 5x5 ; 6x8 ;8x8 ;8x15 ;12x15;13x15	
	3.3	CBCT	
	3.3.1	Tube Voltage :60-90 kv or higher	
	3.3.2	Tube Current :1 - 10mA (max 8 mA: Hi-Fi, Hi-Res Modes)	
	3.3.3	Focal Spot Size: 0.5 mm	
		Exposure Time (360°/180°) : Std-Modus: 17.5/9.0 sec. Hi-Fi-Modus: 30.8/15.8 sec. Hi-Res-Modus: 30.8/15.8 sec. Hi-Speed-Modus: 10.5/5.4 sec.	
	3.3.4	Field of View. : (Diameter × Height) Ø 170 x120 mm Ø 170 x 50 mm Ø 140 x100 mm Ø 140 x 50 mm Ø 100 x100 mm Ø 100 x 50 mm Ø 80 x 80 mm Ø 60 x 60 mm Ø 40 x 40 mm	
	3.3.5	Voxel Size : 80 µm, 125 µm, 160 µm, 200 µm, 250 µm	
	4	Dicom Compliant	
	4.1	Unit must be fully digital and comply with the DICOM and integration conformance statement.	
	4.2	The following DICOM packages shall be included	
	4.2.1	Dicom Query / Retrieve	

	4.2.2	DICOM Export / Storage commit	
	4.2.3	Modality Performed Procedure Step	
	4.2.4	DICOM Worklist Management	
	5	X- RAY TUBE	
	5.1	The X-Ray tube is to match the output of the generator	
	5.2	The tube shall be suitable for continuous work, and therefore be equipped with adequate cooling facilities. The anode heat capacity ≥ 800 kHU.	
	5.3	The tube housing shall be fully lined and protected with the main X-Ray beam confined to the tube port. The total tube filtration shall be equivalent to minimum 3.2mm Al, with the ability to add if required. Additional filtration for soft radiation reduction to be included. State values.	
	5.4	High tension cables suitable for the installation shall be used.	
	6	DETECTOR	
	6.1	Identify the detector technology to be used, e. g charge coupled device (CCD) or complimentary metal oxide semicondor (CMOS) or other and indicate how many detectors your machine uses.Specify if you use detachable detectors.	
	6.2	Detector depth to be 14 bit. or higher	
	6.3	High stability with a large linearity of response.	

	6.4	Resolution to be 150um pixel or better	.
	6.5	TV matrix must be 1024 X 1024 or better	
	6.6	Automatic brightness and patient dose rate to be controlled by the video signal.	
	6.7	Manual override for kV and mA is required. State if possible.	
	7	HIGH FREQUENCY X RAY GENERATOR	
	7.1	Should provide superior performance & stability and have fully automatic mA/kV calibration.	
	7.2	The minimum power rating of the unit shall be 65 Kw	
	7.3	Output to be 800mA at 80kV and 650mA at 100kV. State your system specification.	
	7.4	The equipment must have push-button or touch sensitive controls, be neat in appearance, easy to clean and designed to save space.	
	7.5	2 and 3-technique factors settings is needed, with digital display of factors.	.
	7.6	The generator must be equipped for the type of tube specified. All switching, selection, rapid starters and braking devices must be included.	
	7.7	The selectable kV range for radiography shall be from 40 kVp to 125 kVp or higher, with increments not bigger than 10% of kVp value.	

	7.8	Exposure selection must be automatic. In-Pulse controlled for kV, mA and time. State details	
	7.9	kVp selection for CBCT to be automatically adjusted	
	7.10	Tube overload protection required	
	7.11	System should have self diagnostic tests on each function, with error code displays.	
	7.12	Full user anatomical programmed radiography required. State number of programmes available.	

	7.13	A built-in safety lock or software protection must be incorporated to prevent unauthorized modification or tampering with the existing programme.	
	8	DIGITAL IMAGING SYSTEM	
	8.1	A digital image acquisition system for general panoramic and cephalometric radiographic applications is required	
	8.2	A digital image processor must be included.	
	8.3	Storage of panoramic and cephalometric single images and multiple CT images.	
	8.4	Image acquisition, processing and display to be completely automated.	

	8.5	A high matrix acquisition, processing and archiving (2024x2024) must be available and included in the offer	
	8.6	State image storage capacity and system utilized. Preference will be given to CD-R/W and DVD-RW systems.	
	8.7	An alphanumeric keyboard for patient directory to be included	
	8.8	Post processing including electronic shutter, windowing, edge enhancement, pixel shift and text annotation / video Invert / Zoom / Magnification glass and panning / Adjustable Brightness ,Contrast / flip, rotate / Measurements, angle , length must be possible.	
	8.9	Multi-tasking with automatic hard copying in the background to be possible.	
	8.10	User defined pre-set protocols for commonly performed studies must be part of the system.	
	8.11	Grey scale inversion must be possible	
	8.12	Future software updating is a requirement. State company policy	
	8.13	Unit must be linked to PACS and CD robot unit	
	8.14	The following post-processing functions are required: VR, 3Dpost processing,	

		multicurve management, implant simulation, panoramic navigation.	
	8.15	Fully automatic dose rate with selectable settings and exposure control is a requirement.	
	8.16	Software package shall include capability to insert or remove patient personal data.	
	8.17	Archiving facilities must be available. State method and capacity, a minimum of 60 GB is required.	
	8.18	Software for repeat and reject analysis must be included and SMPTE OR QC TEST PATTERN PER SAHPRA requiremnts.	
	9	REMOTE VIEWING STATION	
	9.1	Full details of the viewing station and the facilities offered must be included with the offer, and 2 remote viewing stations to be supplied with the tender. One to be stationed at X-ray department and the second remote station to be placed at Dental unit. State the following:	
	9.1.1	How images from the main system are transferred and whether there is any restriction on operation of the main system while transfer is taking place.	
	9.1.2	Can images be transferred back to the main system or will a second archiving facility be required.	
	9.1.3	State post processing facilities offered	

	9.1.4	Any restrictions on distance between the main system and the remote system?	
	10	Computer Specification	
	10.1	CPU (Processor) Intel Core i7 with 4 or more cores	
	10.2	GPU: Nvidia Quadro M2000 4GB or GeForce GTX1050 TI 4GB or similar GPU specs	
	10.3	Ram: 16 or more	
	10.4	Storage (Hard disk//SSD) <ul style="list-style-type: none"> • 1TB or More • Raid 1 or Raid 5 recommended for data redundancy 	
	10.5	Network : 1Gigabit Ethernet 1000mb/s	
	10.6	Operating System : <ul style="list-style-type: none"> • Windows 10 Pro 64 bits, preferably Enterprise 64 bits with service pack 1 or higher. 	
	10.7	Display : <ul style="list-style-type: none"> • 1920x1080 resolution (Full HD) or higher • At least 300cd/m2 brightness for typical room lightning • Native resolution 100:1 or better • 8bit or higher panel strongly recommended 	
	10.8	Other : <ul style="list-style-type: none"> • OpenCL 1.1 support 	

		<ul style="list-style-type: none"> • DVD -row drive and must include Dicom burning software with dicom viewer • Include also Anti-virus 	
	11.1	Air-conditioner:	
	11.1.1	The air conditioner installed shall meet Specification of the room and capacity btu shall be according to room size.	
	11.1.2	Two air conditioners shall be installed where one is used at a time and the second air-conditioner is a backup.	
	11.1.3	UPS: The capacity of the ups must be able to sustain the machine and computer for 2hours.	
	11.1.4	Quality Assurance: The relevant SAHPRA compliant phantoms and QC tools must be included. Specify wich phantoms are included: <ul style="list-style-type: none"> • PAN phantom • CT phantom • Cephalometric phantom • 3D TEST PHANTOM • 3D QC TOOL KIT • PAN QC TOOL KIT (IEC) • PAN CEPH QC TOOL KIT • 3D CALIBRATION TOOLS • All relevant required tools as per manual. 	
	11.1.5	System requirements and connections	

	11.1.6	The PC and any other external device(s) connected to the system must meet the IEC 60950 standard (min requirements) or equivalent South African standards.	
	11.1.7	Devices that do not meet the IEC 60950 standard or equivalent must not be connected to the system as they may pose a threat to operational safety.	
	11.1.8	The PC and any other external devices must be connected in accordance with IEC 60601-1-1 or equivalent standards.	
	11.1.9	The x-ray unit must be connected to its own separate power supply.	
	11.1.10	The PC and any other external devices must NOT be connected to the same power supply as the x-ray unit.	
	11.1.11	The unit shall be connected directly to the acquisition PC with an Ethernet cable.	
	11.1.12	Connection through the LAN-network of the site is not allowed	
	11.1.13	Two network ports are needed in the PC in order to connect also to the site network.	
	11.1.14	Position the PC and any other external device at least 1.5 m (60") from the x-ray unit so that the patient cannot touch the PC or any other external device while being x-rayed.	

	11.1.15	The PC and any other external devices shall not be connected to an extension cable.	
	11.1.16	Connecting the unit to an IT-network that includes other equipment or changing the IT-network can cause unidentified risks to patients or operators. It is the responsibility of the organization controlling the IT-network to identify, analyse, evaluate and control these possible risks. How is the system protected from viruses	
	12	INSTALLATION	
	12.1	All prospective Bidders will be requested to attend a site presentation at Pelonomi Tertiary Hospital on a date to be announced. Failure to attend this site meeting could lead to the disqualification of the Bidder's offer.	
	12.2	Proposed alteration and requirement notes will be provided at the site meeting.	
	12.3	The Bid price shall include decommissioning old equipment, delivery, installation and commissioning of the new equipment.	
	12.4	The Bid price must include all installation costs and all costs of alterations that might be necessary for the successful functioning of the equipment. The alterations must be detailed on a separate schedule. The layout and the alterations must be shown on a plan that must be submitted with the Bid documents.	

	12.5	The Bidder must satisfy themselves as to the suitability of the power supply and the isolator. Bidders should test the current power supply to ensure conformity with the offered equipment. Should upgrading of the power supply or additional isolators, switches or filters be required, the cost of these and their installation shall be included in the bid price for alterations.	
	12.6	The Bidder shall supply and install all electrical trips, conduits, ducts, and any other inter-connecting cables to any part of the equipment.	
	12.7	Bidders must satisfy themselves as to the environmental conditions. Any additional features that are required, such as air conditioning, must be detailed and be included in the bid.	
	12.8	The Bidder will be responsible for the repair and making good of any damage to painting and finishes.	
	12.9	All alterations must be approved by the Hospital Engineering Department and the Department of Public Works prior to commencement of any work. The alterations must be carried out by a registered and compliant entity with CIDB.	
	13	UPGRADEABILITY:	
	13.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	

	13.2	The Bidder to state current EC and FDA approved upgrade paths with availability, delivery dates, and costs. The SAHPRA COMPLIANT IS A MUST	
	13.3	The Bidder to state what additional hardware and software will be available, with costs and projected dates.	
	14	UPGRADE POLICY	
	14.1	<u>Bidders must describe their upgrade policy for future equipment improvement (hardware and software).</u>	
	14.2	<u>All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.</u>	
	14.3	<u>All future upgrades removing software bugs from existing software shall be supplied at no cost.</u>	
	14.4	<u>Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of Pelonomi Hospital and the bid office.</u>	
	15	MAINTENANCE CONTRACT	
	15.1	The Bidder to suggest a planned maintenance programme, estimated on a year-by-year basis for at least 3 years after expiration warranty. State your company warranty period length?. The department request a 24 month warranty.	

	15.2	State percentage guaranteed up time of machine. Should be at least 98%.	
	15.3	The maintenance contract may be purchased and paid for up front with the purchase of the equipment. This contract is for the complete system including all possible options. The Bidder to state the cost of the upfront fully comprehensive maintenance contract, which shall be inclusive of 15%VAT. This option shall be seen as an extended guarantee and shall include all the conditions as stipulated under the guarantee conditions and shall include all labour, travelling, spares, preventative maintenance according to the manual, corrective maintenance (call outs), vacuum products, installations and QA checks according to SAHPRA over a 3 years period after 24 months the guarantee/warranty period expired.	
	15.4	Kindly give pricing per year i.e. Year 3 to Year 5. (NB. Year 1 and 2 are the 24 months warranty period) All prices must include 15%VAT.	
	15.5	Quality assurance test results according to the stipulated time frames must be handed to the departmental head during this 5-year period.	
	16	OPTIONAL ACCESSORIES OFFERED BY BIDDER	
	16.1	The Bidder to give a full description of any additional optional accessories offered, and the prices of each.	

	17.	TRAINING	
	17.1	An operator's manual shall be provided for each installed system component	
	17.2	Service manuals shall be provided for each installed component type.	
	17.3	Manuals covering the operation, installation and maintenance of all system components and explaining the operational concept of the system as a whole shall be provided.	
	17.4	On-site training for users and operators of the system is essential. Training programs shall be instituted for Radiographers and the Physicist. Bidders to state the duration of training for each group. The cost of this training shall form part of the tender.	
	17.5	Full application training (5x full working days per week for 2 weeks for Radiographers, Oral Health Staff & Physicist as super-users. Follow-up trainings must be offered after one (1) month and another one after four (4) to six (6) months after initial training and commissioning. Follow up training must be included in schedule.	
	17.6	Technical training for Physicist must be included in the final offer.	
	17.7	QC Test support Training for super users Radiographers and Physicist for three (3) full working days.	

ITEM 2: DIGITAL REMOTE CONTROLLED RADIOGRAPHIC MOBILE X-RAY SYSTEM

ITEM		DESCRIPTION	STATE COMPLIANCE (YES/NO)
1	1	SCOPE	
	1.1	This specification establishes the requirements for the supply, delivery, installation, demonstration, training and commissioning of Digital Remote Controlled Radiographic Mobile X-Ray unit for use in Pelonomi Tertiary Hospital and RADIOLOGY DEPARTMENT	
	1.2	The system offered must comply with or exceed all of the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.	
	1.3	Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e. all components of system must accompany the Bid, failing which the bid will not be considered.	
	1.4	The equipment and any accessories ordered from the successful Bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful Bidder, prior to full payment being made.	
	1.5	The unit is required for taking patients at the X-rays department, in the wards and for critical patients in trauma unit of the Hospital, and for additional procedures in the Radiology department.	
2	2	SPECIFICATIONS AND REQUIREMENTS	
	2.1	The offered system shall be installed and fully functional, which shall include all the aspects as identified in the bid document. This specification serve as a guide to the minima and the bidder will state or indicate if any betterment will be derived from their offer.	

	2.2	The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding column in the details of offer;	
	2.3	The Bidder must clearly state any parameter values or additional information as requested next to the relevant column;	
	2.4	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
	2.5	The requested options and optional extras must be clearly defined and a separate pricing schedule must be provided by the Bidder;	
	2.6	The offered system shall be of the latest technology. The Bidder must state how long this technology has been commercially available (state when the model offered was launched), as well as if any near future updates are expected	
	2.7	What is the life expectancy of the unit being offered?	
	2.8	What is the manufacturing company's policy regarding availability of spare parts after production of the new units stops?	
	2.9	All prices are to include 15% VAT	
3	3.1	COMPONENTS OF THE SYSTEM	
	3.1.1	A high frequency generator	
	3.1.2	A collimator	
	3.1.3	An X-ray tube	

	3.1.4	A wireless digital flat panel detector	
	3.1.5	An advanced image processing system	
	3.1.6	Long battery life (can last up to 30km)	
	3.1.7	Superb anode heat capacity (300KHU)	
	3.1.8	Intuitive user interface 19" LCD display Designed for an optimised workflow	
	3.2	Digital Mobile Specification	
	3.2.1	High Frequency Generator	
	3.2.1.1	Maximum output electric power 32-40kW (400mA , 100-150kV) Rated output 16kw (100msec)	
	3.2.1.2	Load time 0.01 to 6.3 seconds	
	3.2.1.3	Nominal electric power 32 kW (320mA, 100kV, 0.1 s)	
	3.2.1.4	Tube voltage 40 to 150kV	
	3.2.1.5	Tube current 50 to 400mA	
	3.2.1.6	Time range 0.002 to 6.3 seconds	
	3.2.1.7	mAs range 1 to 630 mAs	
	3.2.2	Collimator	
	3.2.2.1	Power supply 24V, 1A	
	3.2.2.2	Max. operating voltage of X-ray tube 150kV	
	3.2.2.3	Maximum radiation field (SID=100cm) 430mmx430mm	
	3.2.2.4	Minimum radiation field 0mmx0mm	

	3.2.2.5	Inherent filtration (70kV) 1.2mm Al	
	3.2.2.6	Filtration Perspex sheet of output window: (70kV) 0.2 mm Al	
	3.2.2.7	Distance from focal spot to mounting surface 60mm	
	3.2.2.8	Light source time limit ≥ 60 seconds	
	3.2.2.9	Dimensions (LxWxH) 170mm×188.5mm×266.5mm	
	3.2.2.10	Weight 7.5kg±0.5kg	
	3.2.3	Mobile rack	
	3.2.3.1	Telescopic arm lifting 580 to 1800mm $\pm 5\%$	
	3.2.3.2	Telescopic arm lifting 720 to 1220mm $\pm 5\%$	
	3.2.3.3	Stand column rotation $\pm 315^\circ \pm 2^\circ$	
	3.2.4	Digital Flat Panel Detector provided must include big size: 35x43 cm or 43x43cm and small size: 24x30cm or 30x30 cm. Provide us with sizes used with your system.	
	3.2.4.1	Detector material CSI, if using different material provide us with the specification. Detector must be robust, not bend, water and fluid resistant as well as easy to clean and disinfect.	
	3.2.4.2	Effective image size 350mmx430mm and 240mmx300mm	
	3.2.4.3	Data depth 16 bit or higher	
	3.2.4.4	Pixel unit 2500×3052	
	3.2.4.5	Spatial resolution without additional attenuation phantom state 3.5 Lp/mm. Additional thickness 20mm aluminium attenuation phantom state 2.0 Lp/mm	
	3.2.4.6	Communication Frequency range 2412 to 2484MHz Radio output power $\leq 100\text{mW}$ or $\leq 20\text{dBm}$ (EIRP)	

	3.2.4.7	Unit fully digital and comply with DICOM and integration. Point of connectivity to the main DICOM Archive Storage for back-up in the department.	
	4	INSTALLATION	
	4.1	Where applicable, all prospective Bidders will be requested to attend a site presentation at Pelonomi Tertiary Hospital on date to be announced for the relevant bid. Failure to attend this site meeting could lead to the disqualification of the Bidder's offer.	
	4.2	Proposed alteration and requirement notes for the relevant bid will be provided at the site meeting.	
	4.3	The Bid price shall include delivery, installation and commissioning of equipment.	
	4.4	The Bidder must satisfy themselves as to the suitability of the power supply and the isolator. Bidders should test the current power supply to ensure conformity with the offered equipment. Should upgrading of the power supply or additional isolators, switches or filters be required, the cost of these and their installation shall be included in the bid price for alterations.	
	4.5	Where applicable and for the relevant bid, Bidders must satisfy themselves as to the environmental conditions. Any additional features that are required, such as air conditioning, must be detailed and be included in the bid	
	5	UPGRADEABILITY:	
	5.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
	5.2	The Bidder to state current EC and FDA approved upgrade paths with availability, delivery dates, and costs. The machine must comply with SAHPRA.	

	5.3	The Bidder to state what additional hardware and software will be available, with costs and projected dates.	
6	6	UPGRADE POLICY	
	6.1	Bidders must describe their upgrade policy for future equipment improvement (hardware and software).	
	6.2	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
	6.3	<u>All future upgrades removing software bugs from existing software shall be supplied at no cost.</u>	
	6.4	<u>Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of Pelonomi Hospital and the bid office.</u>	
	7	MAINTENANCE CONTRACT	
	7.1	<u>The Bidder to suggest a planned maintenance programme, estimated on a year-by-year basis for at least 3 years after expiration of the warrantee. Please indicate your system warrantee period. The department would prefer 24 months warrantee.</u>	
	7.2	<u>State percentage guaranteed up time of machine. Should be at least 98%.</u>	
	7.3	The maintenance contract may be purchased and paid for up front with the purchase of the equipment. This contract is for the complete system including all possible options. The Bidder to state the cost of the upfront fully comprehensive maintenance contract, which shall be inclusive of VAT. This option shall be seen as an extended guarantee and shall include all the conditions as stipulated under the guarantee conditions and shall include all labour, travelling, spares, preventative maintenance, corrective maintenance (call outs), vacuum products, installations and	

		QA checks over a 5 years period after the guarantee/warranty period expired.	
	7.4	Kindly give pricing per year i.e. Year 1 to Year 5. (NB. Year 1 is the year following the guarantee period) All prices must include 15 %VAT	
	7.5	A fully inclusive preventative maintenance contract for a Three (3) year period after the guarantee expiry date, must be provided,including all spares.	
	7.6	Quality assurance test results according to the stipulated time frames must be handed to the departmental head during this 5-year period.	
	8	OPTIONAL ACCESSORIES OFFERED BY BIDDER	
	8.1	The Bidder to give a full description of any additional optional accessories offered, and the prices of each.	
	9	TRAINING	
	9.1	An operator's manual shall be provided for each installed system component	
	9.2	Service manuals shall be provided for each installed component type.	
	9.3	Manuals covering the operation, installation and maintenance of all system components and explaining the operational concept of the system as a whole shall be provided.	
	9.4	On-site training for users and operators of the system is essential. Training programs shall be instituted for Radiographers and the Physicist. Bidders to state the duration of training for each group. The cost of this training shall form part of the tender.	

	9.5	Full DR mobile application training (5x full working days per week for 2 weeks for Radiographers & Physicist as super-users. Follow-up trainings must be offered after one (1) month and another one after four (4) to six (6) months after initial training and commissioning. Follow up training must be included in schedule.	
	9.6	Technical training for Physicist must be included in the final offer.	
	9.7	QC Test support Training for super users Radiographers and Physicist for three (3) full working days. QC software for repeat and reject analysis and copper filter/plate for QC must be included(correct size).	

3. FINANCIAL SCHEDULE

1	COST PRICE	R
2	QUANTITY X COST PRICE	R
3	ROOM PREPARATIONS	R
4	THREE YEAR MAINTENANCE COSTS	R
5	OTHER COSTS	R

ITEM	ITEM (SPECIFY)	AMOUNT
1	Digital Dental 3D Pro Cone Beam computer Tomography with Panoramic; CT (Part CT) and Cephalometric X-Rays Unit.	
2	Digital Remote Controlled Radiographic Mobile X-Ray System	
	TOTAL BID PRICE	

PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

Name of Bidder: _____	Bid Number: DOH (FS) 01 /2025 / 2026
Closing Time: 11H00	Date: 13 JUNE 2025

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

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CUURENCY **(ALL APPLICABLE TAXES INCLUDED)
1	1	Digital dental 3d Pro Cone Beam Computer Tomography with Panoramic, CT & Cephalometric X-Ray Unit	R _____ outright purchase R _____ monthly service & maintenance post warranty R _____ Total amount for service & maintenance for three years

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ Pelonomi Tertiary Hospital

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery * FIRM / NOT FIRM

Delivery basis _____

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

* Delete if not applicable

PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR RATE OF EXCHANGE AND STATUTORY INCREASES AS SPECIFIED IN THE BIDDING DOCUMENTS. PRICES FOR 1ST YEAR OF CONTRACT PERIOD MUST BE FIRM

Name of Bidder: _____	Bid Number: DOH (FS) 01 /2025 / 2026
Closing Time: 11H00	Date: 13 JUNE 2025

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

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CUURENCY **(ALL APPLICABLE TAXES INCLUDED)
2	1	Digital Remote-controlled Radiographic Mobile X-Ray System	R _____ outright purchase R _____ monthly service & maintenance post warranty R _____ Total amount for service & maintenance for three years

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ Pelonomi Tertiary Hospital

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery * FIRM / NOT FIRM

Delivery basis _____

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

* Delete if not applicable

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index: CPI Dated: March 2025

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

BFIRM PRICES FOR PERIOD CONTRACTS - SUBJECT TO RATE OF EXCHANGE VARIATIONS

IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENC Y	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENC Y REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the second period of contract will be calculated per consignment by using the actual exchange rates as issued by your commercial bank at time of bidding and the actual direct change as a result of the rate of exchange for payment of the specific consignment to the contractors supplier. (Proof from bank for rate of exchange applicable to the bid at time of bidding MUST be attached to the bid)

Claims must be provided within 90 days from date of change in price however payments to overseas suppliers must be made within 30 days from receipt of the Departments payment

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

**SWORN AFFIDAVIT**

I, the undersigned,

Full Name & Surname	
Identity Number	
Number of shares (percentage) owned by the person	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (Cc, (Pty) Ltd, Sole Prop etc.):	
Nature of Business	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths (Signature & Stamp)

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022
(FOR ALL SPECIFIC GOALS)**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state) The weight/s will be broken-down as follows:	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence to be submitted by the supplier to substantiate points allocated per specific goal
GENERAL			
Women	<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 = 4 points 1% - 49% Woman ownership = 2 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 company registration documentation which contains the % of ownership or the shareholding certificate indicating number of shares / % of shares owned by individual director/s must be submitted for verification of ownership.</p>
Youth	<ul style="list-style-type: none"> 100% Youth ownership = 4 points 75% - 99% Youth ownership = 3 points 50% - 74% Youth ownership = 2 points 1% - 49% Youth ownership = 1 point 0% 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 company registration documentation which contains the % of ownership or the shareholding certificate indicating number of shares / % of shares owned by individual director/s must be submitted for verification of ownership.</p> <p>(NB: Youth is defined as any South African citizen between the ages of 18 and 35 years).</p>
People with disability	<ul style="list-style-type: none"> 100% Ownership = 2 points 51% - 99% Ownership = 1 point 0% Ownership = 0 points 		<ul style="list-style-type: none"> Sworn Affidavit signed by the company representative and attested by the Commissioner of Oaths.
Free State based company	<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. (If the municipal account is not in the name of the company but rather in that of the director(s), a sworn affidavit confirming that the company is operating in the premises of one of the directors must be attached) Lease Agreement. Title Deeds. Permission to Occupy land, signed by the traditional authority. Letter of confirmation of the address signed by the ward councilor.
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION :**1. 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 points
		—
<u>Total points</u>	=	<u>100 points</u>

2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATES

2.1 Bidders may claim points for B-BBEE as part of the specific goals in the following manner:

2.1.1 An Exempted Micro Enterprise (EME), is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim B-BBEE points allocated under the specific goals.

2.1.2 An Exempted Micro Enterprise (EME) is required to submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipts of R10 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.

2.1.3. An EME may be measured in terms of the Qualifying Small Enterprise scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate to claim points allocated under the specific goals.

2.1.4. A Qualifying Small Enterprise (QSE), other than submitting the B-BBEE level verification certificate, may submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership to claim B-BBEE points allocated under the specific goals.

2.1.5. A Qualifying Small Enterprise (QSE) that regarded as a specialized enterprise, other than submitting the B-BBEE level certificate, may submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipt of R50 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.

2.2 Bidders who do not submit B-BBEE Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for specific goals on B-BBEE. **They will therefore score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.**

- 2.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid and Public Entities and Tertiary Institutions must submit B-BBEE Status Level Verification Certificate together with their bids.

3. **ONCE-OFF BID PRICES**

3.1 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.

4. **PERIOD CONTRACT PRICES**

4.1 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.

4.2 2nd year and rest of the contract period – Prices subject to escalation

- 4.2.1 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.

- 4.2.2 **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.**

4.2.3 **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.

4.2.4 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

4.2.5 Failure to comply with the conditions as per par. 4.2.2 to 4.2.4 will invalidate the claim.

5. QUALIFICATION OF BID DOCUMENTS

- 5.1 The invitation form (SBD 1) must be **completed in full 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.
- 5.2 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.

6. 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.

6.1 SBD 4 – Declaration of Interest

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

7. CORRECTIONS TO DOCUMENTS:

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 Where **specific goal points** are claimed on the various SBD 6 forms, the forms must be completed in full, must be signed by the company and both witnesses otherwise the points claimed will not be considered.
- 7.5 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.

8. TAX COMPLIANCE STATUS OF THE BIDDER

- 8.1 Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids. Where the bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling. Should the recommended bidder fail to provide written proof of their tax compliance status, accounting officers and accounting authorities must reject the bid submitted by the bidder.

9. COMPULSORY EXPLANATORY MEETING AND / OR SITE VISIT

- 9.1 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.
- 9.2 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.
- 9.3 Information already provided at the meeting will not be repeated to late attendees.
- 9.4 A copy of the minutes of the meeting can be made available to companies on request.

10. PAYMENT TO SUPPLIERS

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

11. LEGISLATION / LAWS

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

12. 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.

13. 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.

14. SAMPLES

- 14.1 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**

- 14.2 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.
- 14.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 14.3 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.
- 14.4 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.

15. BID PRICES

- 15.1 Prices of bids must be provided for the specific units as required per SBD 3.1/3.2 forms. The packaging may vary and will be considered unless specific packaging is required.
- 15.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.
- 15.3 Bid prices must be indicated on the relevant SBD 3.1/3.2 form/s unless otherwise requested by the Department.

16. PRICE LISTS

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

17. 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.**

18. ADJUDICATION OF BID

- 18.1 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.
- 18.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 18.3 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.
- 18.3.1 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 of obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

- 18.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:
- 18.3.3 Disqualify the bidder or person from the bidding process;
- 18.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 18.3.5 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;
- 18.3.6 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
- 18.3.7 Forward the matter for criminal prosecution.

19. 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.

20. COMPLIANCE TO CONTRACT

- 20.1 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.
- 20.2 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.

21. 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.

22. FINANCIAL SCHEDULES

The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

29. 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.

30. INCIDENTAL SERVICES

Incidental services if so required will be handled as specified in the bid document.

31. SPARE PARTS

Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

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

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

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

14. Spare parts

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

- (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.

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

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** 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)