



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC 2024/25-B5

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF THE SERVICE PROVIDERS TO PROVIDE THE SERVICES FOR EMERGENCY MEDICAL SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 15TH AUGUST 2024

CLOSING TIME: 11H00

BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699

1. INTRODUCTION

- 1.1 The Limpopo Department of Sport, Arts and Culture is looking for suitably qualified and experienced service providers with an impeccable track record in providing the services for Emergency Medical Services to the Department of Sport, Arts and Culture.

2. BACKGROUND

- 2.1 The Department is event driven, and as such the services for Emergency Medical Services is frequently required in all the Departmental events. An Ambulance with personnel is required at all Departmental events all the time.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 3.1 The purpose is to appoint service providers to provide the services for Emergency Medical Services to the Department of Sport, Arts and Culture. The Department will appoint five service providers, one per district within the Limpopo Province for a period of three years.

4. DEFINITIONS

- 4.1 **DSAC** means the organ of state, Limpopo Department of Sport, Arts and Culture.
- 4.2 **Service Level Agreement (SLA)** is a contract between the service provider and DSAC that defines the level of service expected from the service provider.
- 4.3 **VAT** means Value Added Tax.
- 4.4 **Ambulance** means an appropriately equipped vehicle which is designed or adapted for the purpose of providing emergency care and the transportation of patients which is licensed to an Emergency Medical Service registered, staffed, and equipped in terms of the Emergency Medical Services Regulations, published in the Government Gazette of 1 December 2017.
- 4.5 **Emergency Medical Service or EMS** means an organization or body that is dedicated, staffed and equipped to operate an ambulance, medical rescue vehicle or medical response vehicle in order to offer emergency care.
- 4.6 **Basic Life Support (BLS)** means a level of emergency care provided primarily by emergency care providers that practice within the Basic Ambulance Assistant scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974.
- 4.7 **Intermediate Life Support (ILS)** means a level of emergency care provided within the Ambulance Emergency Assistant scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974.
- 4.8 **Advanced Life Support (ALS)** means a level of care provided within the Paramedic, Emergency Care Technician or Emergency Care Practitioner scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974 (Act No. 56 of 1974).

4.9 **Service License** means a license issued to an EMS service in terms of the Emergency Medical Services Regulations, published in the Government Gazette of 1 December 2017, which authorizes the provision of an Emergency Medical Service.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

5.1.1 Bidder(s) must be compliant when submitting a proposal to DSAC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

5.2. Procurement Legislation

5.2.1 DSAC has a detailed evaluation methodology premised amongst others, on Treasury Regulation 16A3 read with Limpopo Provincial Treasury Instruction Note 02 of 2014 promulgated respectively under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999) and Section 18(1) (c) read together with Section 18(2) (a), (b), (f) and (i).

5.3. Technical Legislation and/or Standards

5.3.1 Bidder(s) should be cognisant of all the legislation and/or standards specifically applicable to the services to be rendered for DSAC. It is the service provider's responsibility that (it / they) i.e. the service provider(s), always use National Treasury and Limpopo prescripts when procuring goods and/or services for DSAC.

6. BRIEFING SESSION

6.1 There will be compulsory briefing session for this tender.

7. TIMELINE OF THE BID PROCESS

7.1 The validity period of the tender is 120 days after the closing date and time. The project timeframes of this bid are set out below:

Advertisement of bid on tender portal / tender bulletin

19th July 2024

Bid closing date.

15th August 2024 at 11:00

Compulsory Briefing Session date

30th July 2024 @ 10h00

21 Biccard Street, Olympic Towers building, Department of Sport, Arts and Culture

Notice to bidder(s) DSAC will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of DSAC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mrs Modiba M.V via email address modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

8.2. The delegated office of DSAC may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3. Any communication with an official or a person acting in an advisory capacity for DSAC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4. All communication between the Bidder(s) and DSAC must be done in writing.

8.5. Whilst all due care has been taken in the preparation of this bid, DSAC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. DSAC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford DSAC an opportunity to consider what corrective action is necessary (if any).

8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

9. LATE BIDS

9.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted.

10. COUNTER CONDITIONS

10.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. FRONTING

11.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemn any form of fronting.

11.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSAC may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

12.1 DSAC reserves the right to conduct supplier due diligence prior of this award of the bid. The due diligence will include but not limited to the existence and capacity of the company to efficiently render the services as described in this bid.

12.2 The Department reserves the right to report any bidder who submits fraudulent documents to National Treasury for listing on the register of list of restricted supplier and tender defaulters.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents must be placed in the tender box on the aforesaid address on or before the closing date and time.

13.2. Bid documents will only be considered if received by DSAC before the closing date and time, regardless of the method used to send or deliver such documents to DSAC.

13.3. The bidder(s) are required to submit one (1) original copy marked correctly and sealed.

13.4 Bidder(s) are requested to initial each page of the tender document and the attachments.

14. REGULATORY COMPLIANCE

14.1 The appointed service providers must comply to Regulations Relating Standards for Emergency Medical Services. The Service Provider must ensure that ambulances are maintained and replenished to the applicable standards and takes responsibility for staffing and providing medical supplies for the ambulance services as required by legislation, including inter-alia licensing and registration.

15. DURATION OF THE CONTRACT

15.1 The contract will be for a period of three (03) years.

16. SERVICE REQUIREMENTS

- 16.1 The successful bidders will be required to comply with REGULATIONS RELATING STANDARDS FOR EMERGENCY MEDICAL SERVICES dated 16th February 2021 (Copy attached).
- 16.2 The service provider will be required to be the primary response to stabilize and resuscitate persons in need of emergency medical attention.
- 16.3 The appointed service providers will be responsible for the transfer of patient(s) to the nearest hospital, and exclusive of transfers back from the hospital. Confidentiality of patient's records.
- 16.4 Provide and manage all the required resources including medical response personnel registered with HPCSA, medical response equipment and fully kitted ambulance/s (as per legislative requirements), Uniform and Personnel Protective Clothing, consumables for the ambulance and jump bags, etc. to enable Service Provider to respond to all types of medical emergencies.
- 16.5 The service provider shall provide the Department with a minimum of the following information during the operation.
- 16.5.1 Incident report that will, at a minimum, identify: the details of the person (patient); location at which the service was provided; names of the emergency (paramedics) attending emergency situation.
- 16.6 The Service Provider shall, during the term of the Contract and at its own expense, effect and keep current policies of insurance as follows:
- 16.6.1 Medical Malpractice comprehensive and liability insurance cover of not less than R5,000,000.00
- 16.6.2 The Service Provider shall submit proof of insurance policy at the commencement of the contract and the conditions of the policy, and thereafter annually at the renewal of the policies, for the duration of the contract.
- 16.6.3 Any payments received from insurers shall be used for the compensation of the loss or damage.
- 16.6.4 The Service Provider shall not make any alteration to the terms of any insurance policy without the prior approval of the Department and the Insurance Company.

17. SCOPE OF WORK

- Basic Life Support (BLS).
- Intermediate Life Support (ILS).
- Advanced Life Support (ALS).
- Fully equipped Ambulance as per Regulations Relating Standards for Emergency Medical Services with a Gross Vehicle Mass not exceeding 3300.

18. EVALUATION AND SELECTION CRITERIA

DSAC has set minimum standards that a bidder(s) needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- a) Administrative Compliance and Mandatory Requirements (Phase 1)
- b) Functionality Compliance (Phase 2)
- c) Price and Specific Goals (Phase 3)
- d) Site Inspection (Phase 4)

Bidders must submit all documents as outlined in Table 1 below. Only bidder(s) that comply with ALL these criteria will proceed to Phase 2.

PHASE 1: ADMINISTRATIVE COMPLIANCE.

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed, initialled, and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administrative and mandatory requirements. The bidder(s) proposal may be disqualified for non-submission of any of the bid documents.

Phase 1: Table 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALLED AND SUBMITTED.

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-submission of the enclosed SBD 1, and SBD 6.1 may result in the disqualification of the bidder. *(The Department reserves the right to call any bidder who might have partially signed, and/or initialled the enclosed SBD forms to come and sign, and/or initial partially signed, and/or initialled bid documents.)*
- However, non-completion, partial completion of SBD 6.1 will not lead to the disqualification of the bidder but will result in the non-awarding of the Specific Goals.

Document	Document description.
SBD 1	Invitation to bid.
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.
Registration on Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database on or before the closing date of the bid.
Tax Compliant.	To be verified on National Treasury's Central Supplier Database.

TABLE 1.2: MANDATORY REQUIREMENTS

Document that must be submitted	Non-submission and non-compliance may result in disqualification
Pricing schedule – Firm Prices.	Non-completion, and non-submission of the enclosed SBD 3.1 may lead to disqualification of the bidder.
SBD 4 - Bidders' disclosure.	Non-completion, non-submission, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 may result in the disqualification of the bidder.
Emergency Medical Services (EMS) operating license from the Department of Health.	Attach valid certified copy. (Not older than 3 months).

PHASE 2: FUNCTIONALITY COMPLIANCE CRITERIA.

Bids must meet the minimum eligibility criteria in respect of functionality of **70 points out of 100** points to be evaluated further to Phase 3.

Any bid that does not meet the minimum eligibility threshold will be automatically disqualified.

The functionality criteria together with the maximum points to be awarded are set out below:

The weight that will be allocated to each functionality criteria is as follows:

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent (0 = non-compliance)

NO	EVALUATION CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT	BIDDER SCORE
1	Capacity and Capability of the Service Provider and the team.	Provide a detailed proposal including the capacity of the company and the team (but not limited to the following: number of personnel staffs, ambulances) to execute the required services as per the following: 1. BASIC LIFE SUPPORT (BLS) = (10) DSAC requires 2 x Basic Life Support (BLS) personnel with the following: Basic Life Support certificate / qualification and registered with Health Professional Council of South Africa (HPCSA), with a minimum of two years' experience each. Attach proof. (certified copies of Identity Documents, certificates/ qualifications – not older than three months, and CVs) 2. INTERMEDIATE LIFE SUPPORT (ILS) = (10)	(50)	

	DSAC requires 2 x Intermediate Life Support (ILS) personnel with the following: • Intermediate Life Support certificate / qualification and registered with Health Professional Council of South Africa (HPCSA), with a minimum of two years' experience each. Attach proof. (certified copies of Identity Documents, certificates/ qualifications – not older than three months, and CVs) 3. ADVANCED LIFE SUPPORT (ALS) = (10) DSAC requires 2 x Advanced Life Support (ILS) personnel with the following: • Advanced Life Support certificate / qualification and registered with Health Professional Council of South Africa (HPCSA), with a minimum of two years' experience each. Attach proof. (certified copies of Identity Documents, certificates/ qualifications – not older than three months, and CVs) 4. AMBULANCES = (10) • A minimum of two Ambulances your company owns and/or outsourced. Bidders are required to indicate the availability of ambulances as per the Terms of References registered in their company name including the back-up plan in case of unavailability of the required ambulances. Proof of ownership or rental agreement must be attached. For any joint ventures and/ or sub-contracting it must be confined to the respective district bidding for. 5. CONTINGENCY PLAN = (10) • Provide a detailed plan on how to ensure there will be no interruption of services during the contract period.													
	<table><tr><td>Excellent: 5 out of 5 points above detailed.</td><td>50</td></tr><tr><td>Very good: 4 out of 5 points above detailed.</td><td>40</td></tr><tr><td>Good: 3 out of 5 points above detailed.</td><td>30</td></tr><tr><td>Average: 2 out of 5 points above detailed.</td><td>20</td></tr><tr><td>Poor: 1 out of 5 points above detailed.</td><td>10</td></tr><tr><td>Nothing provided:</td><td>0</td></tr></table>	Excellent: 5 out of 5 points above detailed.	50	Very good: 4 out of 5 points above detailed.	40	Good: 3 out of 5 points above detailed.	30	Average: 2 out of 5 points above detailed.	20	Poor: 1 out of 5 points above detailed.	10	Nothing provided:	0	
Excellent: 5 out of 5 points above detailed.	50													
Very good: 4 out of 5 points above detailed.	40													
Good: 3 out of 5 points above detailed.	30													
Average: 2 out of 5 points above detailed.	20													
Poor: 1 out of 5 points above detailed.	10													
Nothing provided:	0													

2	Company Experience and Track Record Attach contactable reference letters with your client's letterhead and signed by authorized persons, from government entities or departments or municipalities or private institutions	Reference letters must indicate - Duration of service, and value.	(30)	
		Excellent: 5 or more References	5 = 30	
		Very good: 4 References	4 = 24	
		Good: 3 References	3 = 18	
		Average: 2 References	2 = 12	
		Poor: 1 Reference	1 = 06	
		Nothing provided	0	
3	Locality of the bidder	Attach certified copy of municipal rates and taxes invoice from the municipality showing the bidder has an office in the district municipality bidding for/ or proof of physical address from Traditional Authority, not older than three months.	(20)	
		Company based in the district bidding for within Limpopo Province.	20	
		Company not based in the district bidding for within Limpopo Province.	0	

TOTAL

100 points

PHASE 3: 80/20 PREFERENCE POINTS SCORING SYSTEM IN TERMS OF PPR 2022.

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

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

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)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	10	To be verified through CSD report	
Women	02	To be verified through CSD report	
Youth	02	To be verified through CSD report	
Disabled People	02	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 3 months of issue)	
Military Veterans	02	To be verified through CSD report (Attach proof from Department of Military Veterans)	
Rural / Township Business	02	To be verified through CSD report (Attach letter from tribal authority and / municipal bill not more than 12 months)	

PHASE 4: SITE INSPECTION

DSAC will conduct site inspection prior of this award of the bid. The inspection will include ambulances, personnel, existence, and capacity of the company to efficiently render the services as described in this bid.

19. GENERAL CONDITIONS OF CONTRACT

19.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter a contract with the successful Bidder.
- The bidder submitting the General Conditions of Contract to DSAC together with its bid, duly initialled by an authorised representative of the bidder.
- The Department reserves the right to negotiate a fair market price with the successful bidders.

19.2 SPECIAL CONDITIONS OF CONTRACT

- All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- Bid price will be valid for a period of 120 days from the closing date of the bid.

- c) Payment will be made after service rendered within a period of thirty days upon the receipt of invoice.
- d) Rate per kilometre for hiring of Ambulance and personnel will be calculated from the respective district office to the place of event and back.

20. DSAC REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

20.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care, and diligence, in the interests of DSAC;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1. DSAC reserves its right to disqualify any bidder who either itself or any of whose members:

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DSAC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DSAC against the bidder notwithstanding the conclusion of the Service Level Agreement between DSAC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23. PREPARATION COSTS

23.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24. INDEMNITY

24.1 If a bidder breaches the conditions of this bid and, as a result of that breach, DSAC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DSAC harmless from any and all such costs which DSAC may incur and for any damages or losses DSAC may suffer.

25. PRECEDENCE

25.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. LIMITATION OF LIABILITY

26.1 A bidder participates in this bid process entirely at its own risk and cost. DSAC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

27.1 No tender shall be awarded to a bidder who is not tax compliant. DSAC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to DSAC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DSAC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

28.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

29.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

30.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DSAC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DSAC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31. CONFIDENTIALITY

31.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a Tender.

31.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

31.3 Throughout this bid process and thereafter, bidder(s) must secure DSAC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

31.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

32. DSAC PROPRIETARY INFORMATION

32.1 Bidder will on their bid cover letter make declaration that they did not have access to any DSAC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

ANNEXURE TO PRICING SCHEDULE

Item No.	Description	Quantity	Year 1 Unit Price (All costs inclusive)	Year 2 Unit Price (All costs inclusive)	Year 3 Unit Price (All costs inclusive)
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ALS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R

TOTALS

R

R

R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF THE SERVICE PROVIDERS TO PROVIDE THE SERVICES FOR EMERGENCY MEDICAL SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

CONFIDENTIAL

PART A INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE)					
BID NUMBER:	DSAC2024/25-B5	CLOSING DATE	15 TH AUGUST 2024	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF THE SERVICE PROVIDERS TO PROVIDE THE SERVICES FOR EMERGENCY MEDICAL SERVICES TO LIMPOPO DEPARTMENT OF SPORT, ARTS AND CULTURE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
21 BICCARD STREET, OLYMPIC TOWERS BUILDING					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
POLOKWANE, 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MODIBA M.V / MABASA L		CONTACT PERSON	Baloyi M	
TELEPHONE NUMBER	015 284 4108 / 4093		TELEPHONE NUMBER	015 284 4023	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	modibav@sac.limpopo.gov.za mabasal@sac.limpopo.gov.za		E-MAIL ADDRESS	baloyiv@sac.limpopo.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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

SBD1

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).

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.

TOTAL BID PRICE

.....

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 1	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 2	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 3
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ILS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R
	TOTALS		R	R	R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R _____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

*Delivery: Firm/not firm

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID. **SEKHUKHUNE DISTRICT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 1	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 2	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 3
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ILS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R
TOTALS			R	R	R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R _____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?
- If not to specification, indicate deviation(s)

*YES/NO

- Period required for delivery *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 1	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 2	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 3
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ILS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R
	TOTALS		R	R	R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R_____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED)	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED)	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED)
			YEAR 1	YEAR 2	YEAR 3
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ILS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R
	TOTALS		R	R	R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R _____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?
- If not to specification, indicate deviation(s)

***YES/NO**

- Period required for delivery
- Delivery basis

*Delivery: Firm/not firm

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

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

*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 1	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 2	UNIT PRICE IN RSA CURRENCY ** (ALL APPLICABLE COSTS INCLUDED) YEAR 3
1	Hiring of an Ambulance per day.	01	R	R	R
2	Hiring of Basic Life Support (BLS) per day.	01	R	R	R
3	Hiring of Intermediate Life Support (ILS) per day.	01	R	R	R
4	Hiring of Advanced Life Support (ILS) per day.	01	R	R	R
5	Rate per kilometre for hiring of Ambulance and personnel.	01	R	R	R
	TOTALS		R	R	R

TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)

R _____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

*Delivery: Firm/not firm

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

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

*Delete if not applicable

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

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:

.....

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.

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

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

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

The specific goals allocated points in terms of this tender.	Number of points allocated (80/20 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	10	To be verified through CSD report	
Women	02	To be verified through CSD report	
Youth	02	To be verified through CSD report	
Disabled People	02	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 3 months of issue)	
Military Veterans	02	To be verified through CSD report (Attach proof from Department of Military Veterans)	
Rural / Township Business	02	To be verified through CSD report (Attach letter from tribal authority and / municipal bill not more than 12 months)	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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:	
	
	
	
	

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF HEALTH

NO. 94

16 February 2021

NATIONAL HEALTH ACT, 2003 (ACT NO. 61 OF 2003)

REGULATIONS RELATING STANDARDS FOR EMERGENCY MEDICAL SERVICES

The Minister of Health intends, under section 90(1A) of the National Health Act, 2003 (Act No. 61 of 2003), and after consultation with the Office of Health Standards Compliance, to make Regulations in the Schedule.

Interested persons are invited to submit any substantiated comments or representations on the proposed regulations to the Director-General of Health, Private Bag X828, Pretoria, 0001 (for attention of the Director: Emergency Medical Services and Disaster Medicine, Raveen.Naidoo@health.gov.za), within three months from the date of publication of this Notice.



DR ZWELINI LAWRENCE MKHIZE, MP
MINISTER OF HEALTH

DATE: 16/11/2020

SCHEDULE**ARRANGEMENT OF REGULATIONS****DEFINITIONS, APPLICATION AND PURPOSE**

1. Definitions
2. Scope and application
3. Purpose of Regulations

PATIENT RIGHTS

4. Dignity of patients
5. Information for patients
6. Stakeholder satisfaction surveys
7. Complaints management

CLINICAL GOVERNANCE AND CLINICAL CARE

8. Patient health records
9. Clinical management of emergency care provision
10. Dispatch of emergency vehicles
11. Response management
12. Clinical leadership and clinical risk
13. Inter-facility transfers
14. Planned patient transport services
15. Patient safety incidents
16. Prevention and control of infections
17. Waste management

CLINICAL SUPPORT SERVICES

18. Medicines and medical supplies
19. Medical equipment management

LEADERSHIP AND GOVERNANCE

20. Oversight and accountability

OPERATIONAL MANAGEMENT

21. General management
22. Human resources management

- 23. Occupational Health and Safety
- 24. Emergency and disaster preparedness
- 25. Fleet management

FACILITIES AND INFRASTRUCTURE

- 26. Management of buildings and grounds
- 27. Building engineering services
- 28. Security services
- 29. Linen services

GENERAL PROVISIONS

- 30. Short title and commencement

DEFINITIONS, APPLICATION AND PURPOSE

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act, has the meaning so assigned, and unless the context otherwise indicates—

“Advanced Life Support (ALS)” means a level of care provided within the Paramedic, Emergency Care Technician or Emergency Care Practitioner scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974 (Act No. 56 of 1974);

“Ambulance” means an appropriately equipped vehicle which is either airborne, or land-based and designed or adapted for the purpose of providing emergency care and the transportation of patients which is licensed to an Emergency Medical Service registered, staffed and equipped in terms of the Emergency Medical Services Regulations, published in the *Government Gazette* of 1 December 2017;

“Ambulance Emergency Assistant” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Basic Ambulance Assistant” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Basic Life Support (BLS)” means a level of emergency care provided primarily by emergency care providers that practice within the Basic Ambulance Assistant scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Critically ill or injured” means a patient who has an actual or potentially life-threatening health problem which requires an immediate response;

“Emergency Care” means the evaluation, treatment and care of an ill or injured person in a situation in which such emergency evaluation, treatment and care is required, and the continuation of treatment and care during the transportation of such person to or between health establishments;

“Emergency Communication Centre” means a dedicated self-contained facility for housing of call handling and dispatch personnel;

“Emergency Medical Service” or **“EMS”** means an organisation or body that is dedicated, staffed and equipped to operate an ambulance, medical rescue vehicle or medical response vehicle in order to offer emergency care;

“Emergency Medical Service Manager” means a person who is duly appointed as the responsible manager for the Emergency Medical Service and who is registered with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Emergency Care Assistant” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Emergency Care Personnel” means personnel who are registered with the Health Professions Council of South Africa under the auspices of the Professional Board for Emergency Care;

“Emergency Care Practitioner” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Emergency Care Technician” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Emergency Communication Centre” or **“ECC”** means the building which houses call handlers and dispatch personnel for the EMS;

“EMS Station” means a dedicated self-contained facility for the housing of emergency vehicles, personnel and associated emergency equipment;

“EMS Station Manager” means a person who is duly appointed as the responsible manager for the EMS Station and who is registered with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“ECC Manager” means a person who is duly appointed as the responsible manager for the ECC and who is registered with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Health Professions Council of South Africa” or “HPCSA” means the body established in terms of section 2 of the Health Professions Act, 1974

“Intermediate Life Support (ILS)” means a level of emergency care provided within the Ambulance Emergency Assistant scope of practice as determined by the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Medical emergency” means conditions requiring rapid intervention to avert death or disability, and those for which treatment delays of hours or less make interventions less effective;

“Medical Rescue Vehicle” means a vehicle registered to an Emergency Medical Service as such and registered as per the National Road Traffic Act, 1996, as amended and staffed and equipped as defined in these standards;

“Medical Response Vehicle” means a vehicle registered to an Emergency Medical Service as such and registered as per the National Road Traffic Act, 1996, as amended and staffed and equipped as defined in these standards ;

“National Road Traffic Act” means the National Road Traffic Act, 1996 (Act No.93 of 1996);

“Paramedic” means a person registered as such with the Health Professions Council of South Africa in terms of the Health Professions Act, 1974;

“Remedial actions” means actions taken to remedy any gaps identified; this may be a one-time action, such as the purchase of goods and services, a sustained activity over time such as a quality improvement plan or implementation of a PDSA (Plan, Do, Study, Act) cycle, monitoring and evaluation of newly instituted practices to determine if changes are providing the required benefit, training provided to address identified gaps in knowledge or the need for refresher training, or any other action undertaken to address gaps in service delivery;

“Response time” means the time measured from when an Emergency Medical Service receives an emergency call to the time the first medical responder arrives at the scene;

“Register of Emergency Medical Services” means the publicly available register referred to in Regulation 5 (13) of the Emergency Medical Services Regulations, published in the *Government Gazette* of 1 December 2017;

“Service Licence” means a licence issued to an EMS service in terms of the Emergency Medical Services Regulations, published in the *Government Gazette* of 1 December 2017, which authorises the provision of an Emergency Medical Service;

“Station Licence” means a license issued to an EMS Station in terms of the Emergency Medical Services Regulations, published in the *Government Gazette* of 1 December 2017, which authorises the delivery of EMS from that building;

“the Act” means the National Health Act, 2003 (Act No. 61 of 2003);

“Triage” means to sort patients according to medical priority using an evidence-based triage scale; and

“Vehicle Licence” means a license issued to a vehicle adapted for use as an emergency vehicle in terms of the Emergency Medical Services Regulations, published in the *Government Gazette* of 1 December 2017.

Scope and application

2. These Regulations apply to Emergency Medical Services to the extent specified in the measurement tools obtainable from the national Department of Health.

Purpose of Regulations

3. The purpose of these Regulations is to promote and protect the health and safety of patients and health care personnel.

PATIENT RIGHTS

Dignity of patients

4. (1) The emergency medical service must have systems in place to ensure that patients are treated with dignity at all times.

(2) The emergency medical service must have organisational policies and practices regarding patient's rights that are consistent with sections 10, and 27(1)(a) and (3) of the Constitution of the Republic of South Africa, 1996 and Chapter 2 of the Act.

Information for patients

5. The emergency medical service must provide patients with adequate information about the health care services, including information: -

- (a) about the service is made available to patients, including costs for services; and
- (b) relating to the quality of services provided.

Stakeholder satisfaction surveys

6. (1) The emergency medical service must have the mechanisms and systems to enable the stakeholders and patients to communicate their experiences of care.

(2) The EMS station or ECC must implement systems and processes to assess, monitor and improve their stakeholder satisfaction with the services provided.

Complaints management

7. (1) The emergency medical service must record and analyse complaints to improve quality of care provided to the patients and must also provide patients with information about the process of making a complaint.

(2) The emergency medical service must have a system for monitoring, assessing and responding to complaints contemplated in sub-regulation (1).

CLINICAL GOVERNANCE AND CLINICAL CARE

Patient health records

8. (1) The station must ensure that accurate records of the health care services provided to patients are created and maintained.
- (2) The emergency medical service must record accurate biographical information for patients.
- (3) The accurate and comprehensive records of clinical care provided to patients must be documented by the emergency medical service to facilitate continuity of care.
- (4) The emergency medical service must ensure that patient health records are accessible and can be retrieved when needed.

Clinical management of emergency care provision

9. (1) The emergency medical service must put in place an efficient call management system to facilitate access to services communication systems to facilitate the provision of effective and appropriate emergency care.
- (2) The emergency medical service must ensure that contingency plans for communication system failure are available and known to personnel and managers.

Dispatch of emergency vehicles

10. (1) An efficient vehicle dispatch system must be in place to ensure patients have rapid and safe access to services.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -
- (a) have a Computer Aided Dispatch (CAD) system that facilitates vehicle allocation, routing and tracking and where an ECC does not have a Computer Aided Dispatch (CAD) system, a paper-based system must facilitate vehicle allocation, direction and tracking
- (b) have a standardised process for dispatching vehicles.

- (c) monitor response times for each stage of the call management and dispatch process.

Response management

11. (1) Emergencies must be responded to in a co-ordinated and efficient manner by emergency medical service.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) ensure emergency vehicles are appropriately equipped and staffed, and
 - (b) have systems to ensure that patients are treated in accordance with current evidence-based guidelines to reduce variations in care and improve patient outcomes.
- (3) For the purposes of sub-regulation (2) -
 - (a) Health care professionals must have and adhere to evidence-based clinical practice guidelines on stabilising patients before and during transportation of patients.
 - (b) There is a standardised method of patient handover, which is implemented.

Clinical leadership and clinical risk

12. (1) Systems to support the provision of quality health care services and prevent patient safety incidents must be implemented by the emergency medical service.

- (2) For the purposes of sub-regulation (1), the emergency medical service station must -
 - (a) participate in local and regional clinical governance activities.
 - (b) have systems in place to ensure that patients requiring resuscitation receive an immediate response by emergency care personnel trained in resuscitation.

Inter-facility transfers

13. (1) Interfacility transfers must be managed in a manner which maximises patient safety.

- (2) For the purposes of sub-regulation (1), the emergency medical service must implement -
 - (a) a standardised process for the arrangement of inter-facility transfers, and
 - (b) a standardised process for the pickup, transfer and drop off of patients requiring an inter-facility transfer.

Planned patient transport services

14. (1) Planned patient transport services are managed in a manner which maximises efficiency.

(2) For the purposes of sub-regulation (1), the emergency medical service must implement a standardised process for the arrangement of planned patient transport services.

Patient safety incidents

15. (1) A system to report and monitor all patient safety incidents is implemented.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) implement a system for recording, investigating and managing patient safety incidents to minimise the risk of harm and the risk of recurrence, and
 - (b) have systems in place to report patient safety incidents to the responsible authority.

Prevention and control of infections

16. (1) An infection prevention and control programme to minimise the risk of health care associated infections must be implemented.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) ensure infection prevention and control processes are implemented to reduce the risk of transmission of infection, and
 - (b) ensure personnel receive training on the prescribed infection prevention and control practices.

(3) The decontamination of medical devices and equipment are provided in a safe and effective manner.

- (4) For the purposes of sub-regulation (3), the emergency medical service must -
 - (a) have systems in place for the decontamination of medical devices and equipment, and
 - (b) ensure equipment used for decontamination is managed and maintained to ensure sustainability of decontamination services.
- (5) Effective environmental cleaning which minimises the risk of disease outbreaks and the transmission of infection to patients or emergency medical service personnel must be implemented.
- (6) For the purposes of sub-regulation (5), the emergency medical service must -
 - (a) ensure cleaning agents and equipment are approved by the relevant authority and available for cleaning personnel, and
 - (b) ensure that the performance of the cleaning service is monitored, and corrective actions are taken where necessary.

Waste management

17. (1) Health care risk waste and general waste must be handled, stored, and disposed of safely in accordance with relevant legislation.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) ensure health care risk waste and general waste is handled, stored and disposed of safely, and
 - (b) ensure procedures for recording of waste removed for destruction are implemented.

CLINICAL SUPPORT SERVICES

Medicines and medical supplies

18. (1) Safety protocols in relation to the administration of medicines must be made available to protect patients from medication errors.

(2) For the purposes of sub-regulation (1), the emergency medical service must ensure that medicines are administered safely in accordance with standard operating procedures to minimise the risk of patient safety incidents.

(3) Efficient stock management processes ensure sustainable service delivery and minimise waste must be in place.

(4) For the purposes of sub-regulation (3), the emergency medical service must –

- (a) ensure stock control and inventory procedures for medicines and medical supplies are implemented and maintained,
- (b) ensure medical supplies required for the care of patients transported by the emergency medical service are available,
- (c) ensure medicines are stored in accordance with Good Pharmacy Practice and manufacturer's guidelines, and
- (d) implement controls for the management, recording and distribution of medicines listed in Schedules 5 and 6 of the Medicines and Related Substances Act.

Medical equipment management

19. (1) A medical equipment management programme must be implemented.

(2) For the purposes of sub-regulation (1), the emergency medical service must -

- (a) ensure medical equipment is available and functional to provide care to patients, and
- (b) ensure medical equipment is maintained and repaired according to a planned maintenance schedule, developed in accordance with the manufacturer's specifications.

LEADERSHIP AND GOVERNANCE

Oversight and accountability

20. (1) The Provincial Department of Health must oversee and support the emergency medical services.
- (2) For the purposes of sub-regulation (1) -
- (a) The emergency medical services are licensed as per requirements of the Emergency Medical Services Regulations, published in the Government Gazette of 1 December 2017, and
 - (b) A functional governance structure oversees service delivery to ensure quality services are provided.

OPERATIONAL MANAGEMENT

General management

21. (1) Management of the service ensures the provision of safe, effective and efficient patient care.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -
- (a) ensure the service is managed by an appropriately qualified individual, who is responsible for ensuring the provision of quality services.
 - (b) ensure that financial management and supply chain management processes facilitate business continuity and efficient service delivery.

Human resources management

22. (1) Systems must be in place to manage personnel in line with relevant legislation, policies and guidelines.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -

- (a) ensure copies of the most up to date human resource policies and relevant legislation are available at the emergency medical service,
- (b) ensure human resource practices which maximise the efficiency of service delivery and personnel management are implemented,
- (c) ensure healthcare professionals maintain their registration with the relevant statutory health professional councils,
- (d) implement a performance management system in place for all employees, and
- (e) ensure management of contractors and volunteers to maximize the benefit for the service and the volunteer / contractor while minimising risk to patients and the service.

Occupational Health and Safety

23. (1) Personnel must be protected from workplace hazards by the establishment and implementation of occupational health and safety systems.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) ensure the health and safety of personnel is protected by implementation of the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993),
 - (b) implement measures to minimise the incidence of occupationally acquired injuries and diseases are implemented,
 - (c) make available comprehensive wellness services to EMS personnel, and
 - (d) facilitate claims for compensation for occupational injuries or diseases.

(3) A comprehensive safety programme must be designed and implemented to ensure the safety of vehicle crew members and uninterrupted service delivery to the community.

- (4) For the purposes of sub-regulation (3), the emergency medical service must -
 - (a) ensures that the EMS station collaborates with all relevant stakeholders in the design and implementation of the EMS safety plan,
 - (b) facilitate a programme of community engagement that builds relationships between EMS personnel and the communities they serve,
 - (c) ensure EMS personnel participate in activities designed to improve social solidarity in the local community,
 - (d) ensure all EMS personnel receive training to mitigate the risk of confrontation and violence during patient transport episodes,

- (e) implement a system for the reporting of safety incidents,
- (f) ensure the EMS station / ECC manager utilises the national safety incident reporting database to safeguard EMS personnel, and
- (g) facilitate a comprehensive approach to the management of safety incidents.

Emergency and disaster preparedness

- 24.** (1) The EMS provider must participate in District emergency and disaster planning processes and the provision of emergency and disaster response.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) attend local emergency and disaster planning meetings, and
 - (b) implement systems to ensure adequate response during emergencies and disasters.
 - (3) Systems must be in place to ensure the safety of personnel in the event of fire.
 - (4) For the purposes of sub-regulation (3), the emergency medical service must have systems in place to respond to fire in the EMS station / ECC.

Fleet management

- 25.** (1) The vehicles used to transport patients and personnel must be safe and well maintained.
- (2) For the purposes of sub-regulation (1), the emergency medical service must -
 - (a) ensure all vehicles are licensed and maintained,
 - (b) ensure all drivers have a valid driver's license and public transport driving permit,
 - (c) ensure all emergency medical service vehicles must comply with the National Road Traffic Act, 1996, or the relevant vehicle registration and safety legislation, as applicable, and
 - (d) implement an effective fleet management system.

FACILITIES AND INFRASTRUCTURE

Management of buildings and grounds

26. (1) The building occupied for service delivery must meet the requirements of the building regulations.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
- (a) have all the required compliance certificates in terms of the building regulations,
 - (b) be equipped with the facilities required for service delivery, and
 - (c) inspect and maintain building premises and grounds in accordance with a maintenance schedule.

Building engineering services

27. (1) The building engineering services must be functional and enable safe and uninterrupted delivery of emergency medical services.

(2) For the purposes of sub-regulation (1), the emergency medical service must ensure routine and emergency electrical and water supplies are available on a continuous basis.

Security services

28. (1) Security systems must be in place to protect patients, personnel and property from security threats and risks.

- (2) For the purposes of sub-regulation (1), the emergency medical service must implement a security plan to protect patients and personnel.

Linen services

29. (1) Clean linen is provided as required for the type of services delivered.

- (2) For the purposes of sub-regulation (1), the emergency medical service must -
- (a) monitor the EMS station linen stock, or
 - (b) manage the service provider effectively where laundry services are outsourced.

GENERAL PROVISIONS**Short title and commencement**

30. These Regulations are called the Regulations relating to the Standards for Emergency Medical Services, 2020, and will come into operation 12 months after the date of promulgation.

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

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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.

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government 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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (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 or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

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.