

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOH(FS)07/2024/2025	CLOSING DATE:	18 OCTOBER 2024	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES FOR THE FREE STATE DEPARTMENT OF HEALTH. PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF FREE STATE HEALTH.					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR.					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN.					
DEPARTMENT OF FREE STATE HEALTH.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	C.J.B Naicker		CONTACT PERSON	Mrs. N. Mosoahle:	
TELEPHONE NUMBER	051 408 1707/1457		TELEPHONE NUMBER	051 408 1710	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NaickerCJB@fshealth.gov.za		E-MAIL ADDRESS	MosoahleM@fshealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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 A 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

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

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

SIGNATURE OF BIDDER:

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

DATE:

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: DOH (FS)07/2024/2025

Attendance list number: _____

DOH(FS)07/2024/2025: APPOINTMENT OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES FOR THE FREE STATE DEPARTMENT OF HEALTH.

PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS

Attendance of the explanatory meeting is NON-COMPULSORY

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

NON-COMPULSORY EXPLANATORY MEETING DATE: 01 OCTOBER 2024

TIME: 10H00

VENUE: Free State Psychiatric Complex
Recreational hall
4 President Brand Street
Oranjesig
Bloemfontein.

CONTACT PERSON/S: Mrs. M. Mosoahle: 051 408 1710

This is to certify that _____ in his/her capacity as
_____ of the company _____ has attended the
Compulsory Explanatory meeting on the _____ day of _____ 2024 and is
therefore familiar with circumstances and the scope of the items to be supplied.

**SIGNATURE /DEPARTMENTAL
OFFICIAL**

RANK

**SIGNATURE OF REPRESENTATIVE
OF COMPANY**

DATE

OFFICIAL DATE
STAMP

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

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

b.

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

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

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

Name of Bidder.....	Bid number DOH(FS)07/2024/2025
Closing Time 11:00	Closing date 18 OCTOBER 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		APPOINTMENT OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES FOR THE FREE STATE DEPARTMENT OF HEALTH.	(See attached specification for pricing)

Free State Department of Health.

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

CPI DATED : AUGUST 2024

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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



APPOINTMENT OF SERVICE PROVIDER'S TO RENDER EVENTS MANAGEMENT SERVICES FOR FREE STATE DEPARTMENT OF HEALTH

**PERIOD: DATE OF SIGNING OF CONTRACT FOR
THREE YEARS
(36 Months)**

Contact Person:
Mrs M. Mosoahle
Tel : 051-408 1710
Email : MosoahleM@fshealth.gov.za



SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. STATUS OF REQUEST FOR PROPOSAL

The Free State Department of Health is hereby inviting potential bidders for the supply and delivery of event management service on the contract basis for a period of three (3) years.

This Request for Proposal (BID) is an invitation for Bidders to submit a proposal for the provision of the services as set out in the Terms of Reference contained herein.

No binding contract or other understanding for the supply of the Services will exist between the Free State Department of Health and any Bidder unless and until the Free State Department of Health has executed a formal written contract with the successful Bidder/s.

3. SUBMISSION OF BIDS

Bidders must submit the bid in one (1) original hard copy format (paper documents), clearly marked as to Bophelo House, C/O Charlotte Maxeke street and Harvey Road, Bloemfontein by the closing date and time of the bid.

In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

4. OBJECTIVE

The objective of the bid is to appoint an Event Management Company in line with government's objectives that:

- The event manager shall provide management services in respect of quality and quantity control as well as supervision of the preparations.
- The event manager shall manage and control its staff, in the concerned premises where the function is to be catered for.
- The event manager to deliver the service upon receiving of an official order unless the manual order/ commitment letter is issued due to unavailability of the Logis system.
- The event manager shall submit its account direct after the function.
- Claims for payments shall be submitted on official invoices.



5. SCOPE OF WORK

The event management companies will include but will not be limited to the following:

- The contracted services will be provided to Free State Department of Health
- Departments has implemented cost containment measures which must be implemented and enforced by the Department. Event Management Company/ies are required to adhere to such cost containment measures.
- Penalties incurred as a result of the inefficiency or fault of the company will be for the Event Management Company's account.
- The event management bid will generally be for special events.

6. REQUIREMENTS OF THE BID

6.1 Catering For Event

- Provide different services and goods as set out on Event' Pricelist as and when requested
- Event managements are required to render the following catering services depending on the request:
- Breakfast, Lunch/Dinner, Brunch, Food parcels & Platters (ref to SBD3.2)
- Catering quotations must be submitted with a valid Certificate of Acceptability issued by the municipality where the event will be held, when quoting for catering. In terms of regulations, COA is not transferable from one person to another and from one food premises to another.
- Food Caterers must have Certificate of Acceptability (COA) issued in terms of regulations governing general hygiene requirements for food premises, the transport of food and related matters.
- Catering quotations must be submitted with a valid Certificate of Acceptability (COA) for vehicles used to transport perishable food. Therefore, the submitted COA details should reflect the food caterer's company name and be linked to their business's name for their food premises.
- In terms of mobile catering venues the successful bidder "food caterer" must apply for special COA from the relevant municipality where the event is to held.
- Premises where food is procured by the caterers must have a Certificate of Acceptability. All records should be kept to assist in tracing the source in the event of a foodborne illness.

6.2 Clearing Of Site (Before And After Event)

- Organise the cleaning of the site.
- Clear the site of all rubbish and equipment.
- Reasonable market-related price based on requirements of event.

6.3 Signage

- Provide signage
- All areas should be properly demarcated and have proper signage

6.4 The following categories of parking signage should be catered for:

- Parking for busses
- VIP (invited guests)
- VVIP parking (podium group)
- Officials parking
- Media parking



- Labling of tables when the need is identified i.e. putting reserved boards on tables.
- Reasonable market-related price based on requirements of event.

6.5 Crowd Control Barriers

- Provide proper crowd control barriers. Collapsible fences' size will be informed by the identified demarcation area. Collapsible fence should be measured in meters.
- Around the stage and VIP sitting and dining areas in both venues. (stanchion).
- Reasonable market-related price based on requirements of event.

6.6 Security

- Arrange for security for logistical material.
- Registered security officials to assist at entrances to do body searches for weapons and prohibited drugs when needed.
- Also assist SAPS with crowd control during the day on the grounds
- Reasonable market-related price based on requirements of event.

6.7 Co-Ordination

- Work closely with the delegated government officials before and on the day of the event and in the aftermath of the event.

6.8 Financial Arrangements

- The bidder shall provide a detailed cost breakdown
- Event costing as outlined

6.9 Information/Documentation To Be Provided By Bidder

- Provide a plan to empower local companies as sub-contractors within the geographical jurisdiction of the event.

6.10 Transportation

- Transportation costs must be included with the prices for the different goods.
- The supplier's vehicle for transporting the food should be available for inspection and be to the satisfaction of the Department.
- The Event Management will be expected to have reliable transport, as stipulated in the Health Certificate.
- The indoor stage shall be of 12m x 12m
- The back-up generator should be 23KVA diesel Generator 3PH.
- LCD TV screen size should be 4m x 4m

6.11 Hygiene and Cleanliness

- The Free State Department of Health reserves the right to visit the premises of the event management(s) at any given time to monitor hygiene standards.
- All personnel ,waiters and food handlers should be presentable and neat at all times.
- It is important for event managements to adhere to the principles of good hygiene and understand the implications of bad hygiene practices in their business practices.
- All service providers are required to provide valid Health Certificates.

6.12. Cleaning and Removal of Waste from Catered Area



- The Event Manager shall be responsible for cleanliness in the event area. Cleaning of the event site should be done directly after the took place or by no later 24 hours after the event.
- The Event Manager shall be responsible for maintaining areas in a suitable clean and tidy state throughout the catering period.
- The Event Manager shall ensure that work surfaces are cleaned in accordance with good cleaning practices to minimize the risk of gross contamination.

6.13 Utensils

- The Event Manager must provide own cutlery, crockery, tablecloths, serviettes and overlays, food warmers.

6.14 Punctuality

- The Event Manager must adhere fully to times stipulated per event
- Delivery will not be limited only to Free State Department of Health Buildings; venues will be indicated /communicated per catering event.

6.15 Maintaining Directorate/District Property

- The Event Manager shall use the facilities and equipment with regard to the principles of energy management and control.
- The Event Manager shall be responsible for any loss or damage to the facilities and equipment caused by the negligence of the event manager and its employees.
- Replacement will be at the discretion of the directorate involved.
- The Event manager shall notify the department at the earliest opportunity of any breakdown.

6.16 Meal Times

- The Event Manager are expected to serve meals at the precise time as agreed on.
- Late meals are not acceptable and the event manager should co-ordinate with the contact person to keep track of meal times, tea times etc. As there can be changes made as program times may differ from conference or function from time to time.

6.17 Obligations of The Event Manager

- The Event Manager shall provide management services in respect of quality and quantity control as well as supervision of the preparations.
- The Event Manager shall manage and control its staff, in the concerned premises where the function is to be catered for.
- The Event Manager to deliver the service upon receiving of an official order or and as prescribed in paragraph 4 of the bid document.
- The Event Manager shall submit its account direct after the function.
- Claims for payments shall be submitted on official invoices.

6.18 Provision of water & sanitation

- Ensure provision of potable water station, compliance to SANS241
- Availability of potable bulkwater tanks in calloboration of manucipality
- If water tankers are used during events, the storage tanks must adhere to the following requirements:



- (i) care should be taken to ascertain that the tanks constructed of a rust-free material, are durable and suitable for delivering potable safe water;
 - (ii) The tanks should be disinfected before used for potable water distribution;
 - (iii) The tanks are adequately designed so as to prevent contamination of the water by insects, flies, animals and human contact;
 - (iv) Tanks design should allow sampling to be conducted and tests to be taken to verify water quality. They must also be made of material that allows disinfection and contact with flames for sterilizing, in the case where a tap must be flamed before a sample is taken;
 - (v) Cold water should be stored at temperatures below 20oC; and
 - (vi) Tankers should only supplied by water from an approved and treated source.
- Availability of sanitation facilities
 - Adequate toilet and hand washing facilities should be provided for staff/delegates and for the general public at the ratios depicted in Table 1 below:

Table of sanitary facilities to be provided					
For a population of up to	Males		Females		
	WC Pans	Urinals	Washbasins	W C pans	Washbasins
50	1	1	1	2	1
100	1	2	1	3	2
150	1	3	1	5	3
250	2	4	2	7	4
500	3	7	3	12	6
1000	3	12	4	16	7
1500	4	15	5	20	8
	For a population in excess of 1500 add 2 WC pans for every 500 persons or portion thereof	For a population in excess of 1500 add 1 Urinal for every 500 persons or portion thereof	For a population in excess of 1500 add 1 washbasins for every 500 persons or portion thereof	For a population in excess of 1500 add 1 WC pans for every 150 persons or portion thereof	For a population in excess of 1500 add 1 washbasin for every 500 persons or portion thereof

National Building Regulations and the Building Standards Act, 1977 (Act No. 103 of 1977)

WC = Water Closet , a term for toilet

- At least 5% of the total number of toilets to be provided should be accessible by disabled persons.
- For short term events:
 - (i) If chemical closet toilets are used, an on-site maintenance team should be available on the premises for the duration of the event to ensure the prevention of blockages and leakages from creating a nuisance and health hazard from occurring; and



(ii) A site plan detailing the location and type of sanitary facilities to be used during events should be submitted to Environmental Health of the relevant District Municipality.

- Mobile/ portable toilets should be flushable with liquid hand wash soap and toilet paper.

6.19 Compliance Requirements for events

- The Event Manager are expected to provide the following before the event
 - Safety floor plan
 - Engineering certificate (marque tent, stage, generator & electricity)
 - Attend meeting (events preparatory meetings)
- It is the responsibility of the event management to obtain the venue grading certificate from the municipality before the SASREA meeting (Safety and Security at Recreation Events)
- The event management company must be familiar to SASREA regulation

7. MAINTAINING DIRECTORATE/DISTRICT PROPERTY

- The Event Manager shall use the facilities and equipment with regard to the principals of energy management and control.
- The Event Manager shall be responsible for any loss or damage to the facilities and equipment caused by his/her negligence and that of his/her employees.
- Replacement will be at the discretion of the directorate involved.
- The Event Manager shall notify the Free State Department of Health at the earliest opportunity of any breakdown.

8. MEAL TIMES

- Event Manager are expected to serve meals at the precise time as agreed upon.
- Late meals are not acceptable and the Event Management should co-ordinate with the contact person to keep track of meal times, tea times etc. As there can be changes made as program times may differ from conference or function from time to time.

9. QUALITY OF FOOD

9.1 Presentation

Must comply with the following:

- Look appetizing and presentable,
- Look elegant (neatly presented and displayed including Bain-Marie's and platters).
- Be aesthetically pleasing (colour, shape and texture must compliment each other).

9.2 Taste

- All meals served may be tasted and approved by Free State Department of Health representative.
- The taste of the dish must match the description on the menu.
- Food must be palatable e.g. No burnt taste, too salty or over seasoned, taste bland or under seasoned.



- Client preferences must be taken into account.
- Religious preferences to be considered.
- Apply healthy cooking methods in all instances.

9.3 Texture

9.3.1 Meat and Chicken

- Must not be dry and stringy.
- Must be juicy and tender.
- Must not be tough and rubbery.
- All saucy dishes will not be oily and must be correctly balanced in terms of sauce and meat.
- Trim excess fat.
- All meat must be fresh and safe for human consumption.

9.3.2 Vegetables and Starches

- According to customer preference.
- Must be cooked though but remain crisp and firm.
- Two vegetables of the same colour may not served at the same meal.
- Two vegetables of the same type may not be served at the same meal (broccoli and cauliflower).
- Vegetables may not be the same colour as the protein or starch.

9.3.3 Sauces

- Must be smooth with no lumps.
- Consistency must be correct, custards must be of a coating consistency and gravies of pouring consistency.
- According to customer preference.

9.3.4 Service

- Each dish must have its own serving utensils.
- No food is to be served by hand or with the aid of fingers.
- The size of the serving utensils must be appropriate to the portions size (ladles for soup).
- Slotted spoons may not be used for serving sauce dishes.
- All fried and grilled items must be served with tongs only.
- Chips and other roasted or fried potatoes must be served with a tong or suitable scoop.
- Clean crockery and cutlery must be used at all times and it must be in a good condition.
- Glassware must be in a good condition and not chipped or cracked.
- All juices served must be 100% fruit juice and may not be diluted.
- Individual tooth Picks and serviettes must be available to guests.
- Servers must be clean and appropriately dressed and should be well behaved at all times.

9.3.5 Temperature Control

- The temperature should comply with Foodstuffs, Cosmetics and Disinfectants Act (54/1972): Regulations governing general hygiene requirements for food premises, the transport of food and related matters (Regulation No. 638 of 22 JUNE 2018)



- A chilling and freezer facility used for the storage, display or transport of perishable food must be provided with a thermometer.
- A heating apparatus or facility used for the storage, display or transport of heated perishable food must be provided with a thermometer
- Food Temperatures

FOOD TEMPERATURES		
Column 1 Category	Column 2 Type of food	Column 3 Required core temperature of food products that are stored, transported or displayed for sale
Frozen products	Ice cream and sorbet, excluding sorbet which is used for soft serve purposes and frozen fish and fishery products	$\geq - 18^{\circ} \text{C}$
	Any other food which is marketed as a frozen product	$\geq - 12^{\circ} \text{C}$
Chilled products	Raw unpreserved fish, mollusks, crustaceans, edible offal, poultry meat and milk	$\leq + 4^{\circ} \text{C}$
	Any other perishable food that must be kept chilled to prevent spoilage	$\leq + 5^{\circ} \text{C}$
Heated products	Any perishable food not kept frozen or chilled	$\geq + 60^{\circ} \text{C}$

10. EQUIPMENT REQUIREMENTS

- Event manager must determine their equipment needs according to the menu that is being served. Event manager are responsible to supply all catering equipment when catering for a meal or a function. It is important that event managements understand that all catering equipment should be in a good and acceptable condition.

This includes the following:

Cutlery	• Knives, Forks, Soup Spoons, Dessert Spoons, Butter Knives, Teaspoons
Crockery	• Starter Plates, Entrée Plates, Main Meal Plates, Dessert Plates, Side Plates, Soup, Fish Plates
Glasses	• Water, Fruit Juice



Coffee	• Tea and Coffee Cups, Saucers
Table Linen	• Table cloths, Overlays, Napkins
Service Equipment	• Chaffing Dishes, Bowls, Serving Platters, Tongs, Butter Dishes, Serving Spoons, Forks and Knives etc.
Display	• Caterers are responsible to display food attractively and should provide their own decorations for displays

- Ensure that all the above items have been cleaned and correctly sanitized before use.
- Ensure crockery is not chipped or cracked and if so, remove from service.
- Ensure glassware is not chipped and cracked. Do not use if fingerprints are visible.
- Linen should be clean, freshly laundered and free of any marks or tears.
- Ensure all serving dishes have been cleaned and are free from cracks and damage.
- Teapots and coffee jugs need regular descaling inside to remove the tannin stains and water scale.
- Cruets need to be emptied regularly and cleaned then dried and refilled.
- Oil and vinegar bottles will become sticky if not washed regularly.
- Sugar containers will absorb moisture if not kept absolutely dry.
- Cutlery should be stored in divided trays away from any dust or grease.
- Glassware should be stored in inverted trays away from any dust or grease.
- Never touch food or the inside of glasses, cups, or plates.
- Sugar bowls, cups, and milk jugs, must not be picked up or carried with the hand over the top.
- Dishes, plates, glasses, etc. may not be cleaned or polished in the presence of guests.
- If a guest drops a piece of cutlery, pick it up and give them a clean one.

11. COSTING

11.1 Prices must be inclusive of all costs i.e. VAT, transport, etc.

11.2 All items should be priced (refer to SBD 3.2)

11.3 The Free State Department of Health must first accept the quotation from the service provider for items and services requested (refer to SBD 3.2) before they can proceed with procurement of the service.

11.4 Copies of third party detailed invoices should be attached when invoice is submitted for the following items. The Department should perform due diligence before accepting the quotation as to gain maximum cost benefit.

11.4.1 Speakers

11.4.2 Motivational Speakers

11.4.3 Performers / Dancers

11.4.4 Interpreters (Sign Language)

11.4.6 Facilitators

11.4.7 Artists / Promoters

11.4.8 Broadcasting Media

11.4.9 Funeral Palours

11.5 The Service Provider should conduct a market analysis by obtaining three quotations and the lowest price/quotation of the following items should be submitted (by service provider) and accepted by department:

11.5.1 Speakers

11.5.2 Interpreters

19.



health

Department of
Health
FREE STATE PROVINCE

11.5.3 Broadcasting Media

11.6 The following items/services are excluded from this contract

- (i) Transportation and Shuttle services.
- (ii) Promotional items

11.7 List all value added propositions e.g. percentage (%) discount offered, on all invoices.

11.8 The Free State Department of Health will pay a **5% Administration/Management Fee** on total rand value of the event excluding VAT.

12. SHARE HOLDING/ MEMBERSHIP

Where a Shareholder/Member/Individual has an interest in any other company that is participating in this bid, must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.

List of Shareholding/membership by Name of business, position occupied and percentage of shareholding in the business

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

13. PERIOD OF CONTRACTS

The events management contract will be running for a period of 3 years from the date of signing of the contract.

14. PRICE ADJUSTMENTS

No price adjustments will be allowed during the 1st year of the contract period, it will only be considered on the anniversary of the contract using Consumer price index (CPI) read with SBD 3.2 (price adjustment).

15. BRIEFING SESSIONS

You are invited to attend the non-compulsory bid information sessions that is scheduled for the following date.

20.



Date : 01 October 2024

Time : 10:00

Venue : Free State Psychiatric Complex Recreational hall 4 President Brand Street Oranjesig Bloemfontein.

The session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.

16. SUBMITTING OF BID DOCUMENT/S

16.1 Completed bid documents should be sealed, clearly marked with departmental bid number (**DOH(FS) 07/2024/2025**) and deposited in the bid box on the address stated in the invitation on or before 11:00 on **Friday 18 October 2024** which is accessible 24 hours. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

16.2 Proof of the following certified copies of documentation will be required:

- Proof of residential address (Municipality account or Municipal Clearance Certificate or lease agreement will be Required).
- Identification copies of owner / s or directors.
- Company's registration e.g. CK document.
- Proof of Health Inspection Certificate.

16.3 Bidders are to ensure that all pages of the document are attached.

17. EVALUATION PROCESS

17.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III
Administration and Mandatory bid requirements	Functionality	Price and Specific goals
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality	Bids evaluated in terms of the 80/20 preference system subjected to the lowest bid received
Proof of Health Inspection Certificate		

17.2 **Phase I: Mandatory Requirements**

During this phase Bidders' response will be evaluated based on the mandatory requirements indicated in this bid document. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

**17.3 Registration on Central Supplier Database (CSD)**

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing. The CSD information will be used to determine the tax compliance status of the bidders

18. Valid Tax Clearance certificate or Tax compliance status pin

Bidders must ensure that their tax matters are compliant with the requirements of the South African Revenue Services (SARS) at the time of bidding and for the duration of contract period.

19. Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. Non-compliance with this condition will invalidate the bid for such services offered.

19.1 Phase II: Functionality Evaluation as per the Terms of Reference

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

Rating

Prospective bidders will be rated on each functionality criterion in accordance with the following matrix.

Scale -: **Poor = 1** **Average = 2** **Good = 3** **Very Good = 4** **Excellent = 5**

CRITERIA FOR FUNCTIONALITY	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
Bidder's relevant experience in the Event Management services. Successful completion of similar service: Number of reference letters = 20 points Above 5 letters = 20 points 4 to 3 letters = 15 points 2 to 1 letter = 10 points Value of the services rendered = 20 points Above the value of R1 500 000 = 20 points Up to the value of R1 000 000 = 15 points Up to the value of R500 000 = 10 points	List of services rendered with contact details, order number, appointment letters, number of projects and the value service rendered Reference letters with contact details must be linked to the list provided. - Work experience in terms of number of people and jobs - All orders to be considered should be from 1 April 2016 till date. In the event you have rendered services outside government, appointment letters should be provided and accompanied with an affidavit.	40



Demonstrate the ability through: (i) Finances	(i) A bank statement showing at least a credit balance not less than R250 000 or letter of commitment, signed by both the bidder and the financial institution, stating that the financial institution will continue funding the service provider for the duration of the contract	20
Service standards: Company profile relating to Event Management Portfolio = 20 points No submission = 0 points	The following information must be submitted: (i) Events management portfolio	20
Demonstrate future local empowerment in the Province should be contract be awarded to you <i>Proposal satisfactory = 20 points</i> <i>Proposal Non- satisfactory = 10</i> <i>No submission = 0</i>	Proposal	20
TOTAL FOR FUNCTIONALITY:		100

- 19.2 Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022 and the bid evaluation criteria stipulated in this section.
- 19.3 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 19.4 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate bidders collectively by allocating the specified points indicated or in other cases using the below scoresheet.

Performance	Description	Score
Excellent	Response meets and exceeds the functionality requirements	5
Very good	Above average compliance to the requirements	4
Good	Satisfactory should be adequate for stated elements	3
Average	Compliance to the requirements	2
Poor	Unacceptable , does not meet the set criteria	1



- 19.5 Functionality scores per criteria will be added. Only bidders that have met or exceeded the minimum threshold of **70 points** for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the special conditions of contract.
- 19.6 Any proposal not meeting the minimum score of **70 points** on the technical/functionality evaluation will be disqualified.
- 19.7 The maximum of five (5) events management companies will be appointed to render the service to the Department. The Department will negotiate the flat rates with the bidders who score first (1st) to the fifth highest points in terms of the preferential procurement point system).
- 19.8. Phase III: Preference Point System
- 19.9 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to Bidders on the basis of:
- The bid price (maximum 80 points)
 - Specific Goals
- 19.10 The following formula will be used to calculate the points for price:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

20. OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
Specific Goals	20
Grand Total	100

Specific goal	Applicable weight	The weight/s to be broken-down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership = 6 points • 60%-74% Woman ownership = 4 points	• RSA identity document - OR • Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the



		51%-59% Woman ownership = 2 points 0-50% Woman ownership = 0 points	percentage of shares owned by the individual Director/s.
Youth	4	100% Youth ownership = 4 points 75%-99% Youth ownership = 3 points 60%-74% Youth ownership = 2 points 51%-59% Youth ownership = 1 points 0-50% Youth ownership = 0 points	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.
People with disability	2	100% Ownership = 2 points 51%-99% Ownership = 1 points	Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company	4	- Free State based company = 4 points - Not Free State based company = 0 points	- Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached) OR - Lease agreement OR - Title deeds OR - Permission to occupy land signed by the traditional authority OR - A letter of confirmation of the address signed by the ward councillor

21. ADJUDICATION OF THE BIDS

The adjudication of bids will be conducted in accordance with PPPFA (80/20) and the Preferential procurement Regulation, 2022, on price, Specific Goals and functionality.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Health. A minimum of five bidders who scored the first highest points will be considered and subjected to the negotiations in order to come up with the flat rate of the service package.

22. AWARD OF CONTRACT

22.1 A minimum of five bidders will be appointed on rotational bases to render the service to the Department of health.

22.2 The bid Adjudication committee will consider the recommendation of the bid evaluation committee and make recommendation of the HOD: Health.



23. LATE BIDS

- 23.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder.

24. COUNTER CONDITIONS

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

25. FRONTING

- 25.1 The Free State Department of Health 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.
- 25.2 The Free State Department of Health, 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 the Department may have against the Bidder / contractor concerned.

26. SUPPLIER DUE DILIGENCE

- 26.1 The Free State Department of Health reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.
- 26.2 Bidders must submit additional information when so requested

27. VERIFICATION OF BIDDERS

During the Bid Evaluation and Adjudication process, the status of the supplier must be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

28. PRESENTATION

- 28.1 The Department may require presentations/interviews from the short-listed Bidders as part of the bid process.



29. COMMUNICATION AND CONFIDENTIALITY

- 29.1 The Free State Department of Health may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 29.2 All communication between the Bidder and the Free State Department of Health must be done in writing.
- 29.3 Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 29.4 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- 29.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 29.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this 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.
- 29.7 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Department of Health, except where authorized in writing to do so. All documents will remain the property to the FSDOH.

30. NEGOTIATIONS

- 30.1 The Free State Department of Health reserves the right to negotiate with the shortlisted Bidder/s a flat rate prior to awarding of the bid and with the successful Bidder/s for more cost effective rates post awarding based on market conditions.

31. CONFIDENTIALITY

- 31.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract.



31.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Department of Health, except where authorized in writing to do so.

31.3 Free State Department of Health agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required and/or authorized by law after awarding of the bid.

32. AGREEMENTS

32.1 A Service Level Agreement shall be entered into with the Free State Department of Health to clarify specific operational provisions. The Service Level Agreement will be subject to the General Condition of Contract (GCC) and the Special Condition of Contract (SCC).

32.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid **DOH (FS) 07/2024/2025**, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

33. SETTLEMENT OF DISPUTES

33.1 Notwithstanding clauses 27 of the GCC, mediation proceedings will not be applicable to this contract.

34. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

34.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Department of Health or any Department or Government entity may not conduct business with the State.

34.2 According to the Public Service Regulations, 2016, an employee may not do business with any organ of state.

34.3 The Free State Department of Health may not award any tender or enter into any contract with an employee in the employment of the State.

35.4 All bids received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be disqualified.

35. ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

35.1 Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.



36 THE BIDDER MUST COMPLETE THE FOLLOWING

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

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____) _____

Fax of company: (____) _____



SECTION 2



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

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

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

NAME OF BIDDER _____		BID NUMBER: DOH (FS) 07/ 2024/2025
Closing Time 11:00 on _____		Validity Period: 120 Days
ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
	BID FOR THE EVENT MANAGEMENT SERVICES TO FREE STATE DEPARTMENTS	
1.	BREAKFAST	COST PER PERSON
1.1	English Breakfast Eggs (boiled/ scrambled/ poached or baked) Bacon/Fish Cakes Sausage (beef/pork/chicken or lamb) Roasted Tomato Toasted Bread/plain (white and/or brown/whole grain or low GI) Cereals/Soft porridge Fresh Fruit Salad Yoghurt (250ml) assorted Tea plain/Rooibos Coffee (caffenaited/de-caffenaited) 100% Juice 500ml bottle screw topped (assorted) 500ml Bottled Water screw topped Sugar (brown, white or sweetner) honey, lemon slices Milk Full Cream/2% Low Fat/Fat Free/Coffee creamer Wrapped Toothpicks Serviettes Cutlery and Crockery	
1.1	Morning Tea	



	Tea plain/Rooibos Coffee (caffenaited/de-caffenaited) 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped Sugar (brown, white or sweetner) honey, lemon slices Milk Full Cream /2% Low Fat /Fat Free /Coffee creamer Variety of Fresh Fruit Cheese pre-sliced and spreads Savoury and sweet muffins (variety) Wrapped Toothpicks Serviettes Cutlery and Crockery	
2.	LUNCH	
2.1	Starter: A choice of one plus a vegetarian option Chicken salad Chicken livers Fish on a bed of lettuce Mini Quiche Vegetable sticks with a dip	
2.2	Main Course (1): Savoury Rice/Plain Rice Roasted Chicken (1/4 chicken breast/leg) Lamb Chops (2 chops) best-end Creamed Spinach with Feta Butternut (roasted with cinnamon) Greek Salad Pasta Salad 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped	
2.3	Main Course (2): Savoury Rice/Plain Rice	



	Lamb Chops (2 chops) best-end Butternut (roasted with cinnamon) Greek Salad 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped (Still and/or Sparkling)	
	DESSERT	
2.4	One of the following: Ice cream Fudge Picasso Malva pudding with Custard Cheese Cake/Lemon Cheese Cake/ Strawberry Cheese Cake Fresh Fruit Salad	
3.	DINNER	
3.1	Starter: Chicken salad Chicken livers Fish on a bed of Lettuce Mini Quiche Soup (vegetable soup with cocktail bun)	
3.2	Main Course: Savoury Rice/Plain Rice Two of the following meats: • Fish (fried/grilled) Tartare sauce • Roasted Beef with gravy • Roasted Chicken (1/4 chicken breast/leg) • Lamb Chops (2 chops) best-end Two of the following salads: • Potato Salad • Red Kidney Bean • Greek Salad with Feta Cheese (Salad dressing separate) • Pasta Salad Two of the following vegetables: • Roasted Vegetables • Greenbeans with Potatoes • Butternut (roasted with cinnamon)	



	• Creamed Spinach with Feta 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped	
3.3	MASS CATERING	
3.3.1	Healthy pre-pack Meal 1 White and 1 Brown bread Roll (individually wrap) Fillings: Ham and Cheese or Chicken and Mayonnaise or polony 2 x Fruit in season 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped 1 x Energy Bar Packaging: Brown paper bag and bread wrap separately Delivery: Cold chain must be maintained	
3.3.2	Healthy pre-pack Meal 1 buttered White and 1 Brown bread Roll (individually wrap) 1 x Chicken Quarter Leg 2 x Fruit in season 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw topped Packaging: Brown paper bag and bread wrap separately Delivery: Cold chain must be maintained	
3.3.3	Potjiekos and Pap (Game/Red Meat) Portion per person minimum: 250g Pap, 150g meat and 200g mix vegetables. Packaging: Polystyrene container with plastic cutlery 100% Juice 500ml bottle screw topped or can 340ml juice (assorted) 500ml Bottled Water screw top	
3.3.4	Light snack 50g salted peanuts 50g dried fruit mix 3 x cocktail buns (individually wrapped) fillings, ham and cheese, peanut butter and jam	



	1 x fresh fruit in season 1x pack of dried chips 100% 500 ml juice screw top bottle 500ml bottled water Packaging: Prepack in brown paper bag Delivery: Cold chain to be maintained.	
4.	PLATTERS	
4.1	Assorted Sandwiches Assorted Sandwiches and Meat (Half each) Meat (Assorted) 100% fruit Juice (various flavours) To accommodate 6 to 10 persons	
4.2	FRUIT PLATERS	
	Assorted Fruits (seasonal) To accommodate 4 to 6 persons	
5.	AUDIO VISUALS	PRICE
	DESCRIPTION	1000-5000 people
		5000-10000 people
5.1	PA System for indoors	
5.2	Sound system for indoors with backline for a live band	
5.3	PA system for outdoors	
5.4	Sound system for outdoors with backline for a live band	
5.5	1 x Data Projector and Screen	
5.6	1 x Data Projector and Screen, Camera and Technician (indoors)	
	1 x Data Projector and Screen, Camera and Technician (outdoors)	
5.7	2 x Data Projector and Screens, Cameras and Technician (indoors)	
	2 x Data Projector and Screens, Cameras and Technician (outdoors)	
5.8	Indoor Plasma Screen (4m x 4m)	
	Outdoor Plasma Screen (4m x 4m)	
5.9	Basic Lighting for Tent	
5.10	Cordless Microphone	



5.11	Lapel Microphone		
5.12	Smoke Machine		
5.13	Generator/Backup Power (23KVA Diesel 3PH)		
5.14	Stage sizes (12 m x 12 m)		
5.15	Airconditioners or Industrial Fans		
	DESCRIPTION	COLOUR	UNIT PRICE
6.	SEATING AND TABLES		
6.1	Aki Chairs	White	
6.2	Bankguet Chairs	Blue	
6.3	Riviera Chairs	White	
6.4	Cheecky Bar Stool	Silver with Crome Seat	
6.5	Z-Bar Stool	Silver with Black Seat	
6.6	Tub Chairs	Black, Red, White, Brown & Blue	
6.7	One Seater Couches	Black	
6.8	Two Seater Couches	Black, Red, White & Brown	
6.9	Three Seater Couches	Black, Red, White & Brown	
6.10	Ottomans	White/Black	
6.11	Round Table	Supperwood Top	
6.12	Steel Rectangular Table	Superwood Top	
6.13	Wooden Rectangular Table	Steel Top	
6.14	Half Round Table	Superwood Top	
6.15	Conference Table	Oak Finish Top	
6.16	High Cocktail Table	Rust/Wooden	
6.17	Low Cocktail Table	Rust/Wooden	
6.18	Sherry	Wooden Top	
6.19	High Cocktail Table	Aluminium Top	
6.20	Coffee Table	Black/Brown with glass Top	
7.	DRAPING	PRICE PER M	
7.1	Full Roof Draping		
7.2	Strip Draping		
7.3	Sides/Scaping Only		
7.4	Free Standing Draping		
8.	ABLUTION FACILITIES (Fully serviced)	Price per Unit	



8.1	Non Flush Toilets with hand wash stand		
8.2	Flush Toilets		
8.3	Executive Portable		
8.4	Trailor Unit		
8.5	Toilets for persons with disabilities (different catagories)		
9.	DECORATING	DESCRIPTION	UNIT PRICE
	CANDLES		
9.1	Altar Candles	15cm White	
	Altar Candles	15cm Gold	
	Altar Candles	25cm White	
	Altar Candles	35 cm White	
9.2	Pillar Candles	15cm White	
	Pillar Candles	25cm White	
	Pillar Candles	35cm White	
	Pillar Candles	50cm White	
	Pillar Candles	65cm White	
	Pillar Candles	80cm White	
	Pillar Candles	1m White	
9.3	Ball Candles	12cm White	
	Ball Candles	12 cm Gold	
	Ball Candles	15cm White	
	Ball Candles	17cm White	
	Ball Candles	20cm White	
	Ball Candles	20cm Gold	
	Ball Candles	25cm White	
9.4	Square Candles	15cm White	
	Square Candles	25cm White	
	Square Candles	35cm White	
9.5	Floating Candles	Pool	
	Floating Candles	Small	
	Floating Candles	Medium	
	Floating Candles	Large	



	Floating Candles	Dinner Candle	
9.6	Candelabra	90cm	
	Canadelabra	30cm	
9.7	Astra Silver Square Container	15cm	
	Astra Silver Square Container	25cm	
	Astra Silver Square Container	1m	
10.	CENTRE PIECES (URNS)		
10.1	Silver Pewter Urn	Trumpet	
	Silver Pewter Urn	Large	
	Silver Pewter Urn	Medium	
	Silver Pewter Urn	Small	
	Silver Pewter Urn	X Small	
	Silver Urn	X Large	
	Silver Urn	Large	
	Silver Urn	Medium	
	Silver Urn	Small	
	Candelabra	90cm	
	Candelabra	30cm	
11.	CENTRE PIECES (GLASS)		
11.1	Cone Stand & Vass	90cm	
	Cone Stand & Vass	1.2m	
	Cone Stand & Vass	1.6m	
11.2	Glass	Rose Vase	
	Glass	Tall Chalice Vase	
	Glass	Julie Vase	
	Glass	Martini Vase	
	Glass	Eve Bowls	
	Glass	Flat Round Bowl	
	Glass	Rose Bowl (Large)	
	Glass	Rose Bowl (Medium)	
	Glass	Rose Bowl (Small)	
11.3	Square Glass Holder	7cm	



	Square Glass Holder	10cm	
	Square Glass Holder	15cm	
	Square Glass Holder	25cm	
11.4	Mirror	10cm	
11.5	Long Holder	10x35x8cm	
11.6	Double Bowl		
11.7	Manda & Stand		
11.8	Half Moon Stand		
11.9	Wavy Edged Bowl		
11.10	Glass Cake Stand		
11.11	Stand		
11.12	V-Bowl		
11.13	T-Light Holder		
	Dinner Candle Holder		
11.14	White Bowl	Large	
	White Bowl	Medium	
	White Bowl	Small	
11.15	Bottle		
11.16	Bell		
11.17	Storm Lantern	Large	
	Storm Lantern	Small	
12.	CENTRE PIECE (RUSTED)		
12.1	Rusted Pillars	1.2m Lattice Pillar	
	Rusted Pillars	1.6m Lattice Pillar	
	Rusted Pillars	Pyramid Stand	
13.	TABLE STAND (RUSTED)		
13.1	Table	Table Africa Stand	
	Table	Table Crystal Stand	
	Table	Lapa Stand	
	Table	Horizon Folding Stand	
	Table	Snake Stand	
	Table	Fruit Bowl	



	Table	Bird's Nest	
	Table	Rusted Flower	
	Table	Handbag & Shoe	
	Table	Wooden Tray	
	Table	Bronze Latern	
	Table	Italian Urn	
14.	FLOOR STANDS (RUSTED)		
14.1	Floor	Floor Africa Stand	
	Floor	Floor Crystal Stand	
	Floor	Guest List Stand	
	Floor	Horizon Pulpit	
	Floor	2-Bucket Stand	
	Floor	5 Candle Cream Stand	
	Floor	Bird Cage Stand	
	Floor	Garden Lantern	
	Floor	Wooden Pulpit	
	Floor	French Cream Confetti Stand	
	Floor	C Stand	
	Floor	Jewish Altar Stand	
	Floor	Flower Stand	
	Floor	Clasical Stand	
	Floor	8 Candle Stand	
	Floor	5 Candle Stand	
	Floor	Bicycle	
	Floor	Stand with baskets	
15.	PILLARS		
15.1	White Cream Pillars	90cm	
	White Cream Pillars	1.2m	
	White Cream Pillars	1.6m	
15.	GENERAL TABLE STANDS		
15.1	Table	Wooden Latern	
	Table	Square Wooden Tray	



15.2	Washed Terracotta Pot	Small	
	Washed Terracotta Pot	Large	
15.3	Table	French Cream Candelabra	
	Table	French Cream Cone Stand	
	Table	4 Candle Cream Stand	
	Table	Envelope Holder	
	Table	New French Squares	
15.4	French Lantern		
15.5	Black Table	C-Stand	
	Black Table	Small Konka	
	Black Table	Large Konka	
	Black Table	Outdoor Konka	
	Black Table	8 Candle Round Holder	
	Black Table	Church Stand	
16.	GENERAL		
16.1	Confetti Basket		
16.2	Wire Basket		
16.3	Crystal Bunch		
16.4	Wooden Braiden Ring	X Small	
	Wooden Braided Ring	Small	
	Wooden Braided Ring	Medium	
	Wooden Braided Ring	Large	
16.5	Wooden Vine Basket	Small	
	Wooden Vine Basket	Large	
16.6	Photo Frame Talbe Numbers		
17.	CROCKERY		
17.1	Plates	Buffet	
	Plates	Dinner	
	Plates	Side	
	Plates	Dessert	
	Plates	Mug	
17.2	Square Plates	Dinner	



	Square Plates	Side	
	Square Plates	Dessert	
	Square Plates	Cup & Saucer	
17.3	Silver Border Plates	Dinner	
	Silver Border Plates	Side	
	Silver Border Plates	Dessert	
	Silver Border Plates	Cup & Saucer	
17.4	Arco Plates	Dinner	
	Arco Plates	Breakfast	
	Arco Plates	Side	
	Arco Plates	Dessert	
	Arco Plates	Starter	
	Arco Plates	Cup & Saucer	
17.5	Glasses	Red/White Wine	
	Glasses	Champagne	
	Glasses	Hi Ball	
	Glasses	Zombi	
	Glasses	Goblet	
	Glasses	Beer	
	Glasses	Tot	
	Glasses	Sherry	
18.	GENERAL GLASSWARE		
18.1	Crystal Red Wine		
	Crystal White Wine		
	Crystal Champagne		
	Crystal Sherry		
18.2	Long Flute		
18.3	Martini		
18.4	Teardrop Pilsner		
18.5	Jug		
	Big Jug		
	Silver Jug		



18.6	Salad Bowl Glass	Small	
	Salad Bowl Glass	Medium	
	Salad Bowl Glass	Large	
18.7	Salad Bowl White	Small	
	Salad Bowl White	Medium	
	Salad Bowl White	Large	
18.8	White & Glass	Medium	
19.	MISCELLANEOUS CROCKERY		
19.1	Salt & Pepper Set		
	Silver Salt & Pepper Set		
19.2	Pate Bowl		
19.3	White Carafe		
19.4	Tray		
19.5	Sugar Bowl		
19.6	Milk Jug		
19.7	Coffee & Tea Pot		
19.8	Urn		
19.9	Ice Bucket		
	Ice Bucket with Stand		
	Perspex Ice Busket		
19.10	Chafing Dish		
19.11	Punch Bowl		
20.	ELOFF CUTTLERY		
20.1	Fork		
20.2	Knife		
20.3	Soup & Dessert Spoon		
20.4	Fish & Dessert Fork		
20.5	Fish & Dessert Knife		
20.6	Cake Fork		
20.7	Teaspoon		
20.8	Steak Knife		
21.	IMPULSE & ROYALTY CUTLERY		
21.1	Fork		



21.2	Knife				
21.3	Soup & Dessert Spoon				
21.4	Fish & Dessert Fork				
21.5	Fish & Dessert Knife				
21.6	Cake Fork				
21.7	Teaspoon				
22.	GENERAL (CUTLERY)				
22.1	Cake Lifter				
22.2	Wedding Cake Knife				
22.3	Serving Spoon				
22.4	Salad Server				
22.5	Carving Knife				
22.6	Carving Fork				
22.7	Tong				
23.	UNDERPLATES				
23.1	Silver				
23.2	Pewter Silver				
23.3	Stainless Steel Silver				
23.4	Embossed Silver				
23.5	Gold				
23.6	Gold Square				
23.7	Bronze				
23.8	Bronze Gold				
23.9	Black				
24.	GLASS DISKS (UNDERPLATES)	30cm	40cm	50cm	90cm
24.1	Underplate				
24.2	Square Mirror (50x40cm)				
25.	LINEN & TABLE CLOTHS				
25.1	Mini Matt Table Cloths		3m Round		
	Mini Matt Table Cloths		2.7m x 1.5m Long		
25.2	Linen Serviette				
25.3	Frill				
26.	DAMASK TABLE CLOTHS				



26.1	Round	3 m	
26.2	Long	3.2x2. 4m	
26.3	Serviette		
27.	VELVET TABLE CLOTHS		
27.1	Round table cloths	3 x 3cm	
27.2	Square table cloths	3 x 3cm	
28.	OVERLAYS		
28.1	Organza Table Cloth		
28.2	Organza Square		
28.3	Square Material		
28.4	Organza Chairbinder		
28.5	Africa Print Overlays		
28.6	Runner		
28.7	Organza Runner		
29.	CHAIR COVERS		
29.1	Stretch Chair Covers		
30.	TABLES & CHAIRS		
30.1	Round Table		
30.2	Long Wooden Table	2.4m x 2 m	
30.3	Long Steel Table		
30.4	Half Round Table		
30.5	Plastic Chair		
30.6	Cocktail Table		
30.7	Cherry Table		
30.8	Wimbledon Chair		
31.	CAKE STANDS		
31.1	Glass Stands		
31.2	Square Silver Stand		
31.3	Round Silver Stand		
31.4	Round Pewter Cake Stand		
31.5	Pewter Cake Stand on Pedastal		
32.	MISCELLANIOUS		
32.1	Arch		



32.2	Gas Heater					
32.3	Gazebo					
32.4	Red Carpet					
32.5	Umbrella					
32.6	Bamboo Baskets					
33.	COUCHES					
33.1	Chair					
33.2	Leather Couch (2 seater)					
33.3	Cushion					
33.4	Ottoman					
34.	MARQUEE TENT	M²	Price/M²	Wooden Flooring	Carpet Tiles	Totals
34.1	Sizes: 6m Frames					
	6m x 3m	18				
	6m x 6m	36				
	6m x 9m	54				
	6m x 12m	72				
	6m x 15m	90				
	6m x 18m	108				
	6m x 21m	126				
	6m x 24m	144				
	6m x 27m	162				
	6m x 30m	180				
	6m x 33m	198				
	6m x 36m	216				
	6m x 39m	234				
	6m x 42m	252				
34.2	Sizes: 9m Frames	M²	Price/M²	Wooden Flooring	Carpet Tiles	Totals
	9m x 3m	27				
	9m x 6m	54				
	9m x 9m	81				
	9m x 12m	108				
	9m x 15m	135				



	9m x 18m	162				
	9m x 21m	189				
	9m x 24m	216				
	9m x 27m	243				
	9m x 30m	270				
	9m x 33m	297				
	9m x 36m	324				
	9m x 39m	351				
	9m x 42m	378				
	9m x 45m	405				
	9m x 48m	405				
	9m x 51m	459				
	9m x 54m	486				
	9m x 57m	513				
	9m x 60m	540				
	9m x 63m	567				
	9m x 66m	594				
	9m x 69m	621				
	9m x 72m	648				
	9m x 75m	675				
	9m x 78m	702				
	9m x 81m	729				
	9m x 84m	756				
	9m x 87m	783				
	9m x 90m	810				
	9m x 93m	164 7				
34.3	Sizes: 12m Frames	M²	Price/M²	Wooden Flooring	Carpet Tiles	Totals
	12m x 6m	72				
	12m x 9m	108				
	12m x 12m	144				
	12m x 15m	180				



	12m x 18m	216				
	12m x 21m	252				
	12m x 24m	288				
	12m x 27m	324				
	12m x 30m	360				
	12m x 33m	396				
	12m x 36m	432				
	12m x 39m	468				
	12m x 42m	504				
	12m x 45m	540				
	12m x 48m	576				
	12m x 51m	612				
	12m x 54m	648				
	12m x 57m	684				
	12m x 60m	720				
34.4	Sizes: 15m Frames	M²	Price/M²	Wooden Flooring	Carpet Tiles	Totals
	15m x 9m	135				
	15m x 12m	180				
	15m x 15m	225				
	15m x 18m	270				
	15m x 21m	315				
	15m x 24m	360				
	15m x 27m	405				
	15m x 30m	450				
	15m x 33m	495				
	15m x 36m	540				
	15m x 39m	624				
	15m x 42m	630				
	15m x 45m	675				
	15m x 48m	720				
	15m x 51m	765				
	15m x 54m	810				



	15m x 57m	855				
	15m x 60m	900				
34.5	Sizes: 24m Frames	M²	Price/M²	Wooden Flooring	Carpet Tiles	Totals
	24m x 15m	360				
	24m x 24m	576				
	24m x 33m	792				
	24m x 42m	1008				
	24m x 51m	1224				
	24m x 60m	1440				
35.5	Accreditation tags / wrist band					
	100					
	500					
	1000					
35.	Compliance Certificate					Price/M
	Compliance with the Safety at Sports and Recreational Events Act No.2/2010 and Regulations relating to the issuing of compliance certificates					
36.	Collapsible physical barriers (speed fencing)					
37.	Event and Site signage as required by Safety at Sports and Recreational Events Act No.2/2010 and Regulations					
38	Waste Removal Containers/Bins					120/liter refuge bin on wheels with flip lid
39	Signage					Price/ Unit
	Directional and location signs, Steel frame (e.g. property for sale)					
40	Security/Marshalls					Costing/hour



	REQUIRED BY: FREE STATE DEPARTMENT OF HEALTH	
	Does offer comply with specification	YES/NO
	If not to specification, indicate deviation(s)	
	Period required for delivery	
	Delivery: Firm/not firm	
	Delivery basis (all delivery costs must be included in the bid price)	

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**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific goal	Applicable weight	The weight/s is to be broken down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	10	100% Woman ownership = 10 points 75%-99% Woman ownership = 6 points 60%-74% Woman ownership= 4points 51%-59% Woman ownership = 2 points 0-50% Woman ownership = 0 points	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.
Youth	4	100% Youth ownership = 4 points 75%-99% Youth ownership = 3 points 60%-74% Youth ownership = 2 points 51%-59% Youth ownership = 1 points 0-50% Youth ownership = 0 points	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.
People with disability	2	100% Ownership = 2 points 51%-99% Ownership = 1 points	Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	4	- Free State based company = 4 points - Not Free State based company = 0 points	- Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached) OR - Lease agreement OR - Title deeds OR - Permission to occupy land signed by the traditional authority OR - A letter of confirmation of the address signed by the ward councillor

Table 2: 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	Applicable weight Number of points allocated (80/20 system)	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	10	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.	
Youth	4	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.	
People with disability	2	Sworn affidavit signed by the company representative and attested by the Commission of Oaths	
Free State based company	4	- Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached) OR - Lease agreement OR - Title deeds OR - Permission to occupy land signed by the traditional authority OR - A letter of confirmation of the address signed by the ward councillor	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

55.

~~One-person business/sole propriety~~

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SWORN AFFIDAVIT FOR DISABILITY

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths (Signature & Stamp)

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

<u>CONTENTS:</u>	<u>Page</u>
1) Evaluation criteria	2
2) B-BBEE Status	2
3) Prices for Once-off bids	3
4) Prices for Period Contract	3
5) Qualification of bid documents	4
6) Applicable Declarations	4
7) Corrections to documents	5
8) Tax Clearance Certificates	5
9) Compulsory Explanatory Meeting and/or Site Visit	6
10) Payment to suppliers	6
11) Legislation / Laws	6
12) Validity period of bids	6
13) Quantities	6
14) Samples	7
15) Bid prices	7
16) Price lists	7
17) Specification – company's response	7
18) Adjudication of bid	8
19) Restriction of Business Interest of Employees Conducting Business with the Provincial Government	8
20) Compliance to contract	9
21) Contract signing	9
22) Financial schedules	9
23) Declaration of Interest	9
24) Descriptive literature/brochures/pamphlets	9
25) Performance Security / Surety	9
26) Accredited representative	10
27) Equipment exceeding specifications	10
28) Delivery and documents	10
29) Insurance	10
30) Incidental services	10
31) Spare parts	10
32) Warranty	10
33) Penalties	10
34) Settlement of disputes	11
35) Termination of contract: unfulfilled orders	11
36) Cession	11
37) Acceptance of the Special Conditions of Contract and/or General Conditions of Contract	11
38) The company must complete the following	11

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION :**1. EVALUATION CRITERIA**

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

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

Price	=	80 points
Specific goals	=	20 points
<u>Total points</u>	=	<u>100 points</u>

2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATES

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

- 2.1.1 An Exempted Micro Enterprise (EME), is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim B-BBEE points allocated under the specific goals.
- 2.1.2 An Exempted Micro Enterprise (EME) is required to submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipts of R10 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.
- 2.1.3. An EME may be measured in terms of the Qualifying Small Enterprise scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate to claim points allocated under the specific goals.
- 2.1.4. A Qualifying Small Enterprise (QSE), other than submitting the B-BBEE level verification certificate, may submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership to claim B-BBEE points allocated under the specific goals.
- 2.1.5. A Qualifying Small Enterprise (QSE) that regarded as a specialized enterprise, other than submitting the B-BBEE level certificate, may submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipt of R50 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.
- 2.2 Bidders who do not submit B-BBEE Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for specific goals on B-BBEE. **They will therefore score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.**

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

3. ONCE-OFF BID PRICES

3.1 Firm prices:

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

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

4. PERIOD CONTRACT PRICES

4.1 1st year of the contract period:

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

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

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

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

4.2.3 Submitting of price adjustment claims:

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.

Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

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

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

4.2.4 Documentary proof for price adjustments:

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

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

5. QUALIFICATION OF BID DOCUMENTS

- 5.1 The invitation form (SBD 1) must be **completed in full and signed originally** (in black pen ink) by the person in the company who is authorised to do so. Failure to sign the offer will invalidate the offer.
- 5.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are retyped, transmitted by facsimile, electronic mail or changed in any other way, will invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

6. DECLARATIONS – SBD 4, SBD 6.1:

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

6.1 SBD 4 – Declaration of Interest

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

7. CORRECTIONS TO DOCUMENTS:

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

- 7.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will not be** taken into consideration.
- 7.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 7.4 Where **specific goal points** are claimed on the various SBD 6 forms, the forms must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will not be considered**.
- 7.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will not be considered**. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

8. TAX COMPLIANCE STATUS OF THE BIDDER

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

9. COMPULSORY EXPLANATORY MEETING AND / OR SITE VISIT

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

10. PAYMENT TO SUPPLIERS

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

11. LEGISLATION / LAWS

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

12. VALIDITY PERIOD OF BID

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

13. QUANTITIES

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

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

14. SAMPLES

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

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

- 14.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.
- 14.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 14.3 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.
- 14.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified

period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

15. **BID PRICES**

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

16. **PRICE LISTS**

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

17. **SPECIFICATION – COMPANY’S RESPONSE**

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

18. **ADJUDICATION OF BID**

- 18.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.
- 18.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 18.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.
- 18.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed of obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

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

18.3.3 Disqualify the bidder or person from the bidding process;

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

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

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

18.3.7 Forward the matter for criminal prosecution.

19. RESTRICTION OF BUSINESS INTEREST OF EMPLOYEES CONDUCTING BUSINESS WITH THE PROVINCIAL GOVERNMENT

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

20. COMPLIANCE TO CONTRACT

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

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

21. CONTRACT SIGNING

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

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

22. FINANCIAL SCHEDULES

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

23. DECLARATION OF INTEREST

Failure to declare interest on the part of the company or officials from the Department is unacceptable, which **will** lead to the bid/quotation not being considered.

24. DESCRIPTIVE LITERATURE / BROCHURES / PAMPHLETS

If so required, the company must supply descriptive literature, brochures or pamphlets.

Descriptive literature is regarded as text and photos as issued by the original manufacturer.

25. PERFORMANCE SECURITY / SURETY

A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

26. ACCREDITED REPRESENTATIVE

If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

27. EQUIPMENT EXCEEDING SPECIFICATIONS

There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

28. DELIVERY AND DOCUMENTS

If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

29. INSURANCE

Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

30. INCIDENTAL SERVICES

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

bb.

31. SPARE PARTS

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

32. WARRANTY

- 32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
- 32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.
- 32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

33. PENALTIES

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

34. SETTLEMENT OF DISPUTES

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

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

35. TERMINATION OF CONTRACTS: UNFULFILLED ORDERS

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

36. CESSION OF CONTRACTS

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

37. ACCEPTANCE OF THE SPECIAL CONDITIONS OF CONTRACT AND GENERAL CONDITIONS OF CONTRACT

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

38. THE COMPANY MUST COMPLETE THE FOLLOWING:

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

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel. of company: (.....) **Fax of company:** (.....)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

69.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (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.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

83 . and last page .