PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**DOH(FS)12/2024/2025**	CLOSING DATE:	**28 MARCH 2025**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING OF A HYPERBARIC OXYGEN CHAMBER AT ONCOLOGY ANNEX- UNIVERSITAS ACADEMIC HOSPITAL; FREE STATE DEPARTMENT OF HEALTH.** **PERIOD: ONCE-OFF PROCUREMENT OF EQUIPMENT AND MAINTENANCE PLAN FOR FIVE (05) 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	**Dr L Strauss:**
TELEPHONE NUMBER	**051 408 1707/1457**	TELEPHONE NUMBER	**051 405 2926**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**NaickerCJB@fshealth.gov.za**	E-MAIL ADDRESS	**StraussLJ@fshealth.ufs.ac.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)12/2024/2025** Attendance list number: ________________

DOH(FS)12/2024/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING OF A HYPERBARIC OXYGEN CHAMBER AT ONCOLOGY ANNEX- UNIVERSITAS ACADEMIC HOSPITAL; FREE STATE DEPARTMENT OF HEALTH.

PERIOD: ONCE OFF PROCUREMENT OF EQUIPMENT AND FIVE (5) YEAR MAINTENANCE PLAN.

Attendance of the explanatory meeting is COMPULSORY

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

COMPULSORY EXPLANATORY MEETING DATE: 11 MARCH 2025

TIME: 10H00

VENUE: Seminar room 1,
Oncology
(National Hospital Grounds)
Ground Floor
Bloemfontein

CONTACT PERSON/S: Dr. L.J Strauss :
0732073078 / 051 405 2926

This is to certify that ________________________________ in his/her capacity as

________________ of the company ________________________________ has attended the

Compulsory Explanatory meeting on the ________ day of ______________________ 2025 and is

therefore familiar with circumstances and the scope of the items to be supplied.

SIGNATURE /DEPARTMENTAL OFFICIAL	**RANK**
SIGNATURE OF REPRESENTATIVE OF COMPANY	**DATE**

OFFICIAL DATE STAMP

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

health

Department of
Health
FREE STATE PROVINCE

THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING OF A HYPERBARIC OXYGEN CHAMBER AT ONCOLOGY ANNEX - UNIVERSITAS ACADEMIC HOSPITAL; FREE STATE DEPARTMENT OF HEALTH

PERIOD : ONCE-OFF PROCUREMENT OF EQUIPMENT WITH A FIVE-YEAR MAINTENANCE PLAN.

Contact Person:
Dr L Stausse
Email Address: StraussLJ@ufs.ac.za
Tel: +27 (0)51 405 2926

FREE STATE DEPARTMENT OF HEALTH

Specifications for:

ITEM 1 : ONE STANDALONE MONOPLACE HYPERBARIC OXYGEN CHAMBER

Bidder to take NOTE of and ensure the following:

1) The bidder must clearly indicate if their product complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding clause.

2) Should the equipment offered deviate from any specified technical requirements, full details of such deviations must be given. In the event of the available space being insufficient such details shall be given on a separate sheet, indicating the relevant paragraph number in the specification.

3) The bidder must clearly state any parameter values or additional information as requested in relevant clauses.

4) The bidder must clearly indicate if their offered product exceeds the stated requirement by noting, with proof, "Above specification" next to the corresponding clause.

5) All responses shall be clear and legible, reference provided to supporting documentation associated with the product offered. Failure of providing supporting documentation in hard copy shall lead to disqualification of the bid

6) All bidder s should utilize the time between publication of the bid and bid submission to familiarize themselves with the needs of the department. Additional inspections and visits to the department are welcomed to ensure proper understanding of the needs specified in the bid. Bid must be complete and fully address the specifications, statements, and questions posed for the evaluation committee to make a proper finding.

7) All responses shall clearly cite the supporting documentation with a clear reference to this specification or description and page number to allow the evaluation committee to easily find the supporting information and data to perform the evaluation. Failure to do so will lead to disqualification of the bid.

8) All submissions must be in hard copy, and electronic links or citations will not be accessible during the evaluation process

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9) All prospective bidder s will be requested to attend a compulsary explanatory meeting at Seminar Room 1, Oncology (National Hospital Grounds), Ground Floor, Bloemfontein, on 11 March 2025, @ 10:00. Failure to attend these site meetings shall lead to the disqualification of the bidder's offer. (More details regarding the site presentation and inspection will be communicated in due time)

		Compliance		Reference (Clear reference to this specification and page number in the bid is compulsory if compliance is YES). No reference lead to disqualification of this bid	Comment: FULL TECHNICAL AND OTHER DETAILS OF OFFER
A	**General, all-encompassing requirements for all items specified and contained in this bid:**	**YES**	**NO**		
A.1	The units on offer shall be licensed for sale in the South African market by a recognized supplier who can prove that service, spares and application support is available in South Africa to maintain the systems at peak operating performance.				
A.2	The units offered to render the service shall be currently in production and have been tried and tested in the clinical setting. Evidence that the equipment being offered can meet the specifications shall be provided.				
A.3	A list of all users in South Africa where the units that are offered in this bid is currently in clinical use shall be provided, indicating the current models and equipment configurations per site. The Department of Health, Free State Province reserves the right to independently verify the performance and support on the offered units. In the case where no South African clinical user sites are available, reference sites outside of South Africa may be given.				
A.4	Provide a summary of the total number of units per continent worldwide of the units offered in this bid.				
A.5	The units offered shall comply with or exceed all of the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.				

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A.6	**Descriptive literature, pamphlets, brochures and technical data sheets applicable to the offer (i.e. ALL COMPONENTS OF THE SYSTEM) shall accompany the bid, failing which the bid will not be considered.**				
A.7	The units and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specified hospital at the expense of the successful bidder , prior to full payment being made.				
A.8	The systems supplied shall be installed in the Radiation Oncology Department at Universitas Hospital Annex. Insofar as installation is concerned, existing infrastructure should be utilized where possible. Systems should fit within existing vaults or rooms and be able to be installed and later uninstalled through the vault or room doors without the need for removal of walls/ceiling etc.				
A.9	It is a requirement that, during the pre-bid submission site visit by the bidder , all applicable systems and equipment under this bid, the required licenses for full functionality of the offered systems be discussed with the user to ascertain which licenses should be included in the bid to conform to the workflow and practice of the hospital.				
A.10	**SITE INSPECTION:**				
A.10.1	Before submitting the offer for any items listed in this bid:				
A.10.1.1	All bidder s shall attend a compulsory site inspection meeting as requested by the Hospital. Details thereof shall be communicated to the bidder's.				
A.10.2	The bidder shall inspect the premises and determine what alterations and preparations will be necessary to house the new equipment. It must be quoted separately.				
A.10.3	The bidder is to inspect the proposed installation site for complete site evaluation and obtain adequate information about the scope of the tender, as well as the requirements to align the bid with the customer's workflow and treatment philosophy.				

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A.10.4	It is the responsibility of the bidder , and the bidder must be capable of compiling the necessary plans and, after approvals from all regulatory authorities and the hospital management structures (including the Departments of Medical Physics and Oncology), perform the preparations and adjustments and/or alterations to ensure that all power and electricity supplies, network requirements, and other services are available for equipment installation, and that these would be adequate after installation at the time of operation, to finally allow the user to obtain an operating license for the intended use of the equipment specified in the bid, or the specific items the bidder is to supply, and provide a complete working solution with all features and attributes specified and outlined in these specifications				
A.10.5	The bidder will be requested to provide room layout drawings and siting requirements.				
A.10.6	All required alterations for installation and workflow must be specified and included in the bid				
A.10.7	The successful bidder shall make good any damages that occur to walls, floors, ceiling, electrical wiring and computer network during installation				
A.10.8	bidder s to test the current power supply to ensure conformity with the equipment offered, as well as connectivity to emergency power supplies				
A.10.9	Successful bidder s shall provide in-line UPSs for all items or equipment requiring electrical supply that will allow for safe shutdown of the system during a power outage/mains power failure. Adequate UPS systems shall be accepted as included in the offer to prevent loss of data, whether individually specified or not.				
A.10.10	All equipment supplied will be fitted with adequate surge protection devices that are not one-off surge ,but multi-surge protection devices				
A.10.11	The bidder must ensure that sufficient access routes are available for the correct and safe installation of the equipment.				
A.11	The offered systems shall be installed and handed over fully functional, which shall include all the aspects as identified in the clauses below:				
A.11.1	The bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing, including any requested options. All options on offer in the bid are accepted as included under the bid. No third party contracts will be sought outside of this bid. Therefore, the bid should include all items required for full functionality.				

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A.11.2	The offered systems shall be of the latest technology. The bidder shall state how long this technology (hardware and software) has been commercially available (state when the model offered was launched), as well as if any near future updates are expected.				
A.12	The bidder shall state what the life expectancy of the units being offered are				
A.13	All accessories required for the offered systems to be fully functional, shall be included as part of the bid. All equipment supplied shall be ensured to function fully as part of the system. A motivation for items not included in this specification, must be provided.				
A.14	What is the manufacturing company's policy regarding availability of spare parts after production of the new units stops?				
A.15	All prices are to include VAT and to be firm prices in Rand. The bidder is to state the period for which the firm price is valid. The rate of exchange must be the rate as published 7 (seven) days before the tender closes. Proof of exchange rate must be attached (e.g. bank letter with official stamp)				
A.16	The proposed equipment layout plan / drawings must be acknowledged and signed by the Head of Departments of Medical Physics and Oncology as a mandatory requirement for tender acceptance, before final tender submission. All site preparation costs proposed must be related to the signed installation site plan.				

ITEM 1 : ONE STANDALONE MONOPLACE HYPERBARIC OXYGEN CHAMBER					
Nr.	**Specification**	**Compliance**		**Reference (Clear reference to this specification and page number in the bid is compulsory if compliance is YES). No reference lead to disqualification of this bid**	**Comment: FULL TECHNICAL AND OTHER DETAILS OF OFFER**
	This specification establishes the requirements for a standalone monoplace HYPERBARIC OXYGEN CHAMBER for use in the RADIATION ONCOLOGY DIVISION, at Universitas Academic Hospital Annex. This tender similarly refers to HBOT, HBO2 tank or chamber as the device and equipment listed in item 1.	**YES**	**NO**		
1,1	**SCOPE:**				
1.1.1	The units on offer shall be licensed for sale in the South African market by a recognized supplier who can prove that service, spares and application support is available in South Africa to maintain the systems at peak operating performance.				
1.1.2	The units offered to render the service shall be currently in production and have been tried and tested in the clinical setting. Evidence that the equipment being offered can meet the specifications shall be provided.				
1.1.3	A list of all users in South Africa where the units that are offered in this bid is currently in clinical use shall be provided, indicating the current models and equipment configurations per site. The Department of Health, Free State Province reserves the right to independently verify the performance and support on the offered units. In the case where no South African clinical user sites are available, reference sites outside of South Africa may be given.				
1.1.4	Provide a summary of the total number of units per continent worldwide of the units offered in this bid.				
1.1.5	The units offered shall comply with or exceed all of the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.				

1.1.6	Descriptive literature, pamphlets, brochures and technical data sheets applicable to the offer (i.e. all components of systems) shall accompany the bid, failing which the bid will not be considered.				
1.1.7	The units and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specified hospital at the expense of the successful bidder , prior to full payment being made.				
1.1.8	The hyperbaric oxygen therapy (HBOT) tank will allow high pressure oxygen treatment in the Department of Radiation Oncology at Universitas Hospital Annex				
1.1.9	The unit shall be installed in the Radiation Oncology Department at Universitas Hospital Annex. Insofar as installation is concerned, existing infrastructure should be utilized, but structural changes to the existing treatment room is allowed. If structural changes are required, they should be minor, and the systems should fit within the vault/room and be able to allow comfortable loading and extraction of the patients inside the room. Aesthetic changes to the environment should be included in the bid with input from the end user.				
1.1.11	Fast and effective individualized HBOT treatment must be allowed, thus a requirement for a series of settings or optimization for patient comfort and throughput should be possible.				
1.1.12	It is required that external continuous real-time monitoring and automated treatment be possible in an integrated system.				
1.1.13	The system shall provide comfortable and easy patient positioning options, with clear see-through chamber for patient comfort, as well as comfort providing positioning support				
1.1.14	The chamber shall have a sleek modern look that would fit into any hospital, also considering the aesthetic desires of the end user				
1.1.15	The HBO therapy equipment shall provide maximum comfort to patients and operators, including a mounted entertainment system with DVD player and external storage device capacity/functionality for entertainment				
1.1.16	The bidder is to offer the following features, and any others considered desirable by the bidder , for selection and inclusion by the institution:				
1.1.16.1	Spacious large diameter cylinder				

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1.1.16.2	Mounted entertainment/media system				
1.1.16.3	Single handed door lock				
1.1.16.4	Precision controls and display for easy viewing by a technician or nurse				
1.1.16.5	Digital control systems				
1.1.16.6	Convenient private two-way communication system				
1.1.16.7	Wide stretcher with adjustable headrest				
1.1.16.8	Ability to treat the patient in a reclined position				
1.1.16.9	Ability to connect to an integrated entertainment system				
1.1.17	Chambers shall accommodate:				
1.1.17.1	Multiple intravenous transfusion lines				
1.1.17.2	Electrical monitoring including ECG, temperature, O_2 saturation and blood pressure				
1.1.17.3	Electric physiological monitoring system to be provided as in 1.1.17.2 (may be suitable high quality third party device)				
1.1.17.4	Transcutaneous oxygen monitoring				
1.1.17.5	Patient air-break breathing system, assembly and regulator				
1.1.17.6	Emergency vent mode				
1.1.17.7	Demand valve air break breathing assembly				
1.1.17.8	State Emergency Vent decompression time				
1.1.17.9	Headrest with incline of at least 30° to allow for increased patient comfort				
1.1.17.10	Bariatric patients up to 300 kg shall be comfortably supported with a pressure distribution mattress				

1.1.17.11	Mattress shall have fluid resistant, flame retardant, anti-microbial and non-irritating properties				
1.1.17.12	Integrated O2 tank holder and IV Pole				
1.1.17.13	Control panel can be located on either side of the chamber, considering room design and ease of access				
1.1.17.14	Indicators to instantaneously show gas supply				
1.1.17.15	Equipped with precision controls that do not require adjustment during pressure changes				
1.1.17.16	Oxygen conservation must be available through adjustable ventilation rates. bidder to state the rates				
1.1.17.17	INTERNAL DIAMETER at least 100cm				
1.1.17.18	INTERNAL LENGTH at least 220 cm				
1.1.17.19	EXTERNAL LENGTH at least 269 cm				
1.1.17.20	EXTERNAL HEIGHT not more than 195 cm				
1.1.17.21	EXTERNAL WIDTH not more than 125 cm				
1.1.17.22	CHAMBER WEIGHT not more than 1700 kg				
1.1.17.23	SUPPORTED PATIENT WEIGHT at least 300 kg				
1.1.18	bidder to state:				
1.1.18.1	MAXIMUM OPERATING PRESSURE				
1.1.18.2	OPERATING TEMPERATURE RANGE				
1.1.18.3	OPERATING HUMIDITY RANGE				
1.1.18.4	SUPPLY PRESSURE REQUIRED				
1.1.18.5	PURGE RATE				

1.1.18.6	EMERGENCY VENT RATE				
1.1.18.7	RELIEF VALVES				
1.1.19	The system shall have a state of the art control panel for monitoring and maintaining a stable environment within the chamber				
1.1.20	bidder to specify the absolute pressures at which the hyperbaric chamber can operate for therapeutic purposes				
1.1.21	State the material composition of the chamber				
1.1.22	State the diameters of the access hatch				
1.1.23	State whether the chamber has a small access hatch suitable for passing medications, instruments or food				
1.1.24	State whether a built-in breathing system (BIBS) to supply and exhaust treatment gas is provided				
1.1.25	Storage and Gurney Features				
1.1.25.1	Space-saving gurney storage				
1.1.25.2	Hydraulic gurney, simple to steer and stop while allowing ease in cornering and control				
1.1.26	State whether the HBOT tank has a fire safety system, or propose a system to be installed				
1.1.27	An intercom system allowing two-way communications between the patient and the staff				
1.1.28	An over-pressure relief valve				
1.1.29	A fire suppression system				
1.1.30	The design of the HBOT Treatment Area/ Room must follow the recommendations of local safety committees and guidelines, e.g. National Fire protection Associations and standards for health care facilities				
5.1.31	A ground continuity test device and accessories shall be provided				
1,2	**SITE INSPECTION:**				
1.2.1	Before submitting the offer for these HBOT unit:				
1.2.2	The bidder shall inspect the premises and determine what alterations and preparations will be necessary to house the new equipment.				

1.2.3	The bidder must be capable of compiling the necessary plans and, after approval, construct the required preparations or alterations and ensure that all electrical supplies, network requirements, gas supply and extractions and other services are available for equipment installation, and that these would be adequate after installation at the time of operation, to finally allow the user to obtain an operating license for the intended use of the HBOT unit				
1.2.4	The bidder must ensure that sufficient access routes are available for the correct and safe installation of the equipment.				
1,3	**APPLICABLE DOCUMENTS:**				
1.3.1	General Conditions of Contract (Annexure A).				
1.3.2	Additional Conditions of bid Section B.				
1.3.3	CE or FDA certification.				
1.3.4	ISO 13485 : Medical Devices – Quality Management Systems				
1.3.5	All requirements as listed by the South African Health Products Regulatory Authority (SAHPRA)				
1.3.9	List all other compliance certificates or registers				
1,4	**GENERAL:**				
1.4.1	The offered systems shall be installed and handed over fully functional, which shall include all the aspects as identified in the clauses below:				
1.4.2	The bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing, including any requested options. All options on offer in the bid are accepted as included under the bid.				
1.4.3	The offered systems shall be of the latest technology. The bidder shall state how long this technology (hardware and software) has been commercially available (state when the model offered was launched), as well as if any near future updates are expected.				
1.4.4	What is the life expectancy of the units being offered?				
1.4.5	All accessories required for the offered systems to be fully functional, shall be included as part of the bid. A motivation for items not included in this specification, must be provided.				
1.4.6	What is the manufacturing company's policy regarding availability of spare parts after production of the new units stops?				

1.4.7	All prices are to include VAT and to be firm prices in Rand. The bidder is to state the period for which the firm price is valid. The rate of exchange must be the rate as published 7 (seven) days before the tender closes. Proof of exchange rate must be attached (e.g. bank letter with official stamp)				
1,5	**Treatment and control room aesthetic design and layout**				
1.5.1	bidder shall supply the user with options for treatment room aesthetic designs, fully included in the bid, and user recommendation of the room design shall be considered.				
1.5.2	bidder shall supply the user with options for control room aesthetic designs, fully included in the bid				
1.5.3	The bidder shall supply supporting fixtures to support the local treatment and controll room workflow and operational functions to assist staff and operators. The biidder shall inspect the site to gather knowledge of the workflow and operational sytem during the site inspection (A.10)				
1.5.5	The bidder shall supply:				
1.5.5.1	The bidder shall supply and install the required plugs, worktops and shelving, including accessory mounts, in the treatment room area. The customer's input shall be considered and every attempt should be made to satisfy the customer's requests.				
1.5.5.2	Suitable mobile solutions for accessories and instrumentation used for Hyperbarci Oxygen therapy				
1.5.5.3	A medicine cabinet appropriate for use in hyperbaric oxygen therapy environments				
1,6	**Computers**				
1.6.1	bidder to offer a means for computerized patient and treat machine delivery data capture, which should be stored in a database server. bidder to state the size and type offered, with adequate storage capacity (specify)				
1.6.2	bidder to state which processes are automated with respect to operation of the system, as well as data capture and backup				
1.6.3	bidder to specify the offered control console computer systems, including those for treatment delivery and data capture (treatment records)				
1.6.4	bidder to specify the offered computer systems.				

1.6.5	Installation, considering and including customer satisfaction, of the computers, screens and other utilities must be included in the bid.				
1.6.6	The bidder shall provide all necessary means to allow ease of patient, machine, treatment and record backup (automated systems are preferred) on a separate device.				
1.6.7	The database server with patient data and machine data shall be an easily navigationable and connected system				
1.7	**INSTALLATION REQUIREMENTS:**				
1.7.1	The bidder shall inspect and monitor the quality of the existing power supply and add any additional equipment / appliances necessary to prevent damage to the offered system as a result of electrical supply shortcomings / inconsistencies. The additional equipment / appliances shall form part of the main offer.				
1.7.2	All proposals must have complete plans (mechanical, electrical, building and gas installations). The financial implication and the duration of the project must be clearly stated.				
1.7.3	The successful bidder shall first discuss all proposals with the relevant hospital and government department(s)				
1.7.4	The successful bidder shall make good any damages that may occur to the walls, floors, ceilings etc. during the equipment installation and commissioning period.				
1.7.6	Electrical (not all inclusive):				
1.7.6.1	A suitable power conditioner device to the HBOT unit manufacturer's specification shall be supplied and installed by the successful bidder . The device shall eliminate any harmful power disturbances that may affect the normal operation of the equipment. In addition to power conditioning, the earthing and bonding of the equipment shall receive very careful consideration (equipotential earthing).				
1.7.6.2	Connection and proper operation to the existing Emergency Generator shall be ensured				
1.7.6.3	The bidder shall supply:				
1.7.6.4	All Cabling and Wiring				

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1.7.6.5	All Drawings and Notices				
1.7.7	Servicing:				
1.7.7.1	Maintenance schedule and pricing for a minimum period of five years **after** a one year warranty period				
1.7.8	Acceptance:				
1.7.8.1	The bidder shall demonstrate full functionality of the total HBOT system under fully loaded conditions				
1.7.9	Treatment and Control Room:				
1.7.9.1	The bidder shall supply and install the required plugs, worktops and shelving, including accessory mounts, in the treatment room area. The customer's input shall be considered and every attempt should be made to satisfy the customer's requests.				
1.7.9.2	The successful bidder shall install or ensure suitable air-flow and control systems for hyperbaric oxygen therapy in the treatment and control room, including electrical distribution board upgrades if required. This aspect is important to consider during the site meeting (A.10)				
1.7.10	Local Medical Physicists shall be fully trained on al forms of treatment execution and QA of the HBOT unit.				
1.7.11	Compliance				
1.7.11.1	All equipment, installation and any alteration/additions shall comply (during or after installation) with the safety regulations directive from the South African Health Products Regulatory Authority (SAHPRA) for class C medical products, while the bidder shall be responsable for all costs related to licensing and clinical implimentations required by SAHPRA.				
1.7.11.2	The onus will be on the successful bidder to ensure that a license can be issued in terms of the National pressure equipment directives				
1.7.11.3	The bidder shall be responsible to remove all building rubble generated, from the worksite on a daily/weekly basis, as well as removal and scrapping of removed equipment (e.g. Scrapping and removal of redundant equipment in an existing bunker)				

1.7.11.4	The Oncology and Medical Physics Departments at Universitas Academic Hospital Annex may require minor corrections or upgrades to existing offices and walkways (passages). The successful bidder shall assist in upgrading of these facilities to be in line with the aesthetics of the newly installed systems. The bidder is requested to enquire about these at the scheduled site inspection (A.10)				
1.7.11.5	The safety of all equipment, tools and material remain the responsibility of the bidder until the project is officially handed over to Universitas Academic Hospital				
1.7.11.6	The inclusion of future upgrades/updates on all of the integrated HBOT system software and hardware is required for the duration of the maintenance contract when enforced				
1.7.12	Site specific requirements:				
1.7.12.1	Installation of all hardware and software is included				
1.7.12.2	Application training for Nurses, Oncologists, Operators and Medical Physicists – give details of training that is included in the bid				
1.7.12.3	In so far as reasonably achievable, training should be provided at the installation site to increase the size of the group of trainees and preservation of local knowledge. Additional medical training, for at least one clinician to qualify as a Hyperbaric Medicine trained physician, shall be included in the pricing schedule for this bid. The bidder is required to discuss this in detail at the site meeting (A.10).				
1.7.12.4	**The bidder shall undertake to provide a comprehensive training schedule for Hospital staff and Users to ensure:**				
1.7.12.5	Correct use of the equipment, and				
1.7.12.6	Initial training shall be provided by the successful bidder at no extra cost. State period of initial training offered.				
1.7.12.7	Beyond the above, the successful bidder shall, at no extra cost during the guarantee period, provide additional user support in the use of all features of the equipment for a total period of six (6) weeks.				
1.7.12.8	After mandatory upgrades/updates (software and/or hardware) have been performed, training shall be free of charge.				

1.7.12.9	All power requirements should be installed and verified by the successful bidder for complete operation of the total HBOT system, including all functionality and components offered in this bid.				
1.7.12.10	Cylinder polish and scratch removal shall for part of the maintenance schedule				
1,8	**GUARANTEE CONDITIONS:**				
1.8.1	The bidder shall support a one-year or longer guarantee period on all supplied items/goods.				
1.8.2	The time taken to attend to a malfunctioning unit within the guarantee period shall extend the guarantee period by that time.				
1.8.3	The supplier shall notify the user of any future software upgrades/updates and shall supply these upgrades/updates free of charge in the guarantee period.				
1.8.4	Loan units shall be supplied for immediately movable items e.g. all display units, workstations, keyboards and computer mice units during the guarantee period for no longer than five working days. The five working day period will provide the bidder with ample time to repair/replace the malfunctioning devices. Failing this condition will result in the user renting/procuring a similar unit and the bidder shall carry the cost. This is not applicable if user negligence can be proven.				
1.8.5	Any repetition (more than twice) of the same fault that first occurred during the guarantee period shall be considered as a repair under guarantee, if the same fault occurs within the first year after the expiry of the guarantee period. This is not applicable if user negligence can be proven.				
1.8.6	The same guarantee conditions shall apply to replacement units.				
1.8.7	The guarantee period shall include all costs (all spare parts, labour, travelling and sundries cost), prescribed maintenance services and any QA testing that are required by SAHPRA, that may be required under the guarantee period.				
1,9	**MAINTAINABILITY:**				
1.9.1	The bidder to ensure all consumable and non-consumable items required for the normal operation and standard maintenance of the offered equipment is included in the bid.				
1.9.2	The bidder to indicate which of these items are proprietary items that only the supplier of the equipment can supply.				

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1.9.3	The bidder must have an adequate quantity of factory-trained technicians in their direct employment. The bidder shall have an established technical support base in the Free State Province or Gauteng Province. The bidder to provide the physical address of the technical facility/workshop				
1.9.4	The institution's requirement is that a technician is available within a reasonable time (4 hours) to attend to malfunctioning equipment.				
1.9.5	The bidder must keep stock in South Africa of the equipment's major spare parts as well as mandatory service spare parts. Scheduled services will be free of charge if it has to be postponed due to the unavailability of the prescribed replacement parts.				
1.9.6	The bidder shall supply one set of all the original fully detailed technical maintenance manuals (not photocopies) at no additional cost.				
1.9.7	The bidder shall supply all software (including software-keys and/or pass words) to allow for trouble shooting (fault-finding), maintenance, calibration, repairs and services up to 1st level, at no additional costs.				
1.9.8	The bidder shall include a firm commitment (in writing) from the Principal Manufacturer that the latter would supply spares, components, upgrades/updates and support for technical and clinical staff of Universitas Academic Hospital Annex , over the expected life expectancy of their offered system and software, should their local agent / supplier default.				
1.10	**SAFETY:**				
1.10.1	The unit shall comply with the necessary safety standards.				
1.10.2	The offered system shall be CE or FDA certified/approved (not exclusive).				
1,11	**DOCUMENTATION:**				
1.11.1	All tender and relevant documentation shall be in English and original (not copies), submitted in duplicate.				
1.11.2	Two (2) complete sets of user manuals, in English, shall be supplied.				
1.11.3	One (1) complete set of English workshop/service manuals, shall be supplied and be onsite.				
1,12	**UPGRADE POLICY:**				
1.12.1	The bidder shall describe their upgrade/update policy for future equipment improvement (hardware and software).				

1.12.2	All future upgrades/updates (hardware and software) involving patient safety shall be offered at no additional cost.				
1.12.3	All future upgrades/updates removing software bugs from existing hardware and software shall be supplied at no cost.				
1.12.4	Any upgrades/updates after the guarantee period of the equipment involving additional cost shall be brought to the attention of the Provincial Government of the Free State Province.				
1.12.5	The bidder to state current CE and FDA approved upgrade/update paths with availability, delivery dates, and costs				
1,13	**MAINTENANCE CONTRACT:**				
1.13.1	Percentage guaranteed up time of machine must be at least 98%				
1.13.2	The bidder to suggest a planned maintenance program, estimated on a year-by-year basis for at least 5 years after expiry of the guarantee/warrantee period				
1.13.3	This contract is for the complete system including all possible options and associated equipment.				
1.13.4	The bidder to state the cost of the upfront fully comprehensive maintenance contract, per annum, for 5 years, which shall be inclusive of VAT.				
1.13.5	This option shall be seen as an extended guarantee and shall include all the conditions as stipulated under the guarantee conditions and shall include all labour, travelling, sundries, all spares preventative maintenance, corrective maintenance (call outs), installations and QA checks (as prescribed by the Department of Health or the South African Health Products Regulatory Authority) over a 5 years period after the one year guarantee/warrantee period expired. All equipment provided under this bid shall be included in this contract, including third party equipment (e.g. QA equipment).				
1.13.6	A fully inclusive preventative maintenance contract for a five (5) year period after the guarantee/warrantee expiry date (not paid up front), must be provided (to include all labour, travelling, sundries, all spares preventative maintenance, corrective maintenance (call outs), installations and QA checks, as prescribed by the Department of Health or the South African Health Products Regulatory Authority. The bidder to provide a pricing schedule per year i.e. Year 1 to Year 5. (NB. Year 1 is the year following the guarantee period). All prices must include VAT.				

1.13.7	Quality assurance test results according to the stipulated time frames shall be handed to the Section Head: Medical Physics, during this 5-year period.				
1.13.8	The successful bidder shall be requested to sign the agreement based on the pricing supplied in the Bid Document.				
1,14	**COST OF OWNERSHIP: (quotation to be attached to the bid offer)**				
1.14.1	A minimum guarantee period of 12 months is applicable. All parts, labour, travelling, routine maintenance (including corrective maintenance) are to be included during the warranty period.				
1.14.2	The bidder shall indicate the expected life expectancy of their offered system and software - minimum of 10 years support is required.				
1.14.3	The bidder shall provide a detailed breakdown of the cost of ownership of their offered system for the life cycle (over the number of years indicated in 1.13.2). This quotation will form part of the final evaluation.				
1.14.4	The bidder shall provide a firm commitment from the principle manufacturer on how long the offered unit's spare parts and software will be available. The spare parts will be available at market related prices (consideration will be given to normal price escalations and rate of exchanges).				
1,15	**UNSPECIFIED OPTIONS:**				
1.15.1	The bidder is requested to offer (with costs) any additional available software or hardware options not specifically specified in this bid, and to motivate the benefits of each option.				

SPECIFIC GOALS

Specific goal	Applicable weight	The weight/s to be broken-down as follows	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership =8 points • 60%-74% Woman ownership=6 points • 51%-59% Woman ownership = 3 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 documentations 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 point • 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.** (Youth is defined as any south African citizen with the age between 18 and 35 years)
People living 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 • NB: The company registration documents must be attached that proves the disability
Free State based company	4	• Free State based company = 4 points • Not Free State based company = 0 points	• Municipal Account, not older than (3) months **If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councilor • NB: where the supporting documents is in the name of a director not the company, a sworn affidavit should be attached

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 the bidder: ____________________	Bid Number: **DOH(FS) 12/2024/2025**
Closing Time: **11H00**	Date: 28 March 2025

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

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	As required	**ONE STANDALONE MONOPLACE HYPERBARIC OXYGEN CHAMBER** (See attached Specifications)	R ______________per each (Outright Purchase) R ___________Monthly service & maintenance R ___________Total amount for service & mantenance for five years.

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	Free State Department of Health
At:	Universitas Academic Hospital
Brand and model:	____________________
Country of origin:	____________________
Does the offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	____________________
The Period required for delivery	____________________
Delivery	* FIRM / NOT FIRM
Delivery basis	____________________

**** "All applicable taxes" included value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions and skills development levies**
*** Delete if not applicable.**

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 : JANUARY 2025

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

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

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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

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

~~a) The applicable preference point system for this tender is the 90/10 preference point system.~~

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 or **90/10**

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	The weight/s to be broken-down as follows:	Number of points claimed (80/20 system) (To be completed by the tenderer)
GENERAL			
Women	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership = 8 points • 60%-74% Woman ownership = 6 points • 51%-59% Woman ownership = 3 points • 0-50% Woman ownership = 0 points	
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	
People with disability	2	• 100% Ownership = 2 points • 51%-99% Ownership = 1 point	
Free State based company	4	• Free State based company = 4 points • Not Free State based company = 0 points	
Total	**20**		

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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

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

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

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

……………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………………

DATE: ……………………………………………………………

ADDRESS: ……………………………………………………………

……………………………………………………………

……………………………………………………………

……………………………………………………………

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

CONTENTS: **Page**

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION:

1) INVITATION OF QUOTATIONS

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

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

2) EVALUATION CRITERIA

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

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

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

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

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

GENERAL			
Specific goal	**Applicable weight**	**The weight/s to be broken-down as follows**	**Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)**
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership =8 points • 60%-74% Woman ownership=6 points • 51%-59% Woman ownership = 3 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 documentations 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 point • 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. (Youth is defined as any south African citizen with the age between 18 and 35 years)
People living 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 (NB: the institutions must ensure that this specific goal is aligned to the district they are situated in. e.g. suppliers situated in Thabo Mofutsanyane District	4	• Free State based company = 4 points • Not Free State based company = 0 points	• Municipal Account, not older than (3) months **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councilor
WOMEN AND YOUTH			
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership = 8 points • 60%-74% Woman ownership = 6 points • 51%-59% Woman ownership = 3 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 documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	10	• 100% Youth ownership = 10 points • 75%-99% Youth ownership = 8 points • 60%-74% Youth ownership = 6 points • 51%-59% Youth ownership = 3 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.**

WOMEN ONLY			
Woman	20	• 100% Woman ownership = 20 points • 75%-99% Woman ownership = 18 points • 60%-74% Woman ownership = 16 points • 51%-59% Woman ownership = 13 points • 0-50% Woman ownership = 0 points	• 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.**
YOUTH ONLY			
Youth	20	• 100% Youth ownership = 20 points • 75%-99% Youth ownership = 18 points • 60%-74% Youth ownership = 16 points • 51%-59% Youth ownership = 13 points • 0-50% Youth ownership = 0 points	• 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.**

4) **<u>Once-off bid prices</u>**

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

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

5) **Period Contract Prices**

5.1 1st year of the contract period:

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

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

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

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

5.2.3 **Submitting of price adjustment claims:**

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

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

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

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

5.2.4 Documentary proof for price adjustments:

(i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.

(ii) The following information must be supplied when claims for rate of exchange variations are lodged:

- Documentary evidence of currency and amount paid to foreign supplier
- Supplier's invoice
- Bill of entry/landing
- Copy of institutions order, delivery note and invoice

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

6) Qualification of bid / quotation documents

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

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

7) Applicable Declarations – SBD 4, SBD 6.1:

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

7.1 SBD 4 – Declaration of Interest

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

8) Corrections to documents:

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

8.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will not** be taken into consideration.

8.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

8.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will** not be considered.

8.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will** not be considered. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

9) Tax Clearance Certificates

9.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

9.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.

9.3 Period Contracts: Should the bid be accepted; the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.

9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) Compulsory Explanatory Meeting and / or Site Visit

10.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend **will invalidate** the bid. **In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.**

10.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.

10.3 Information already provided at the meeting will not be repeated to late attendees.

10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) Payment to suppliers

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

12) Legislation / Laws

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

13) Validity period of bid

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

14) Quantities

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

15) Samples

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

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

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

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

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

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

16) Bid prices

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

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

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

17) Price lists

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

18) Specification – company's response

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

19) **Adjudication of bid**

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

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

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

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

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

19.3.3 Disqualify the bidder or person from the bidding process;

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

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

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

19.3.7 Forward the matter for criminal prosecution.

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

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

21) **Compliance to contract**

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

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

22) **Contract signing**

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

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

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

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

25) Descriptive literature / brochures / pamphlets
If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.

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

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

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

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

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

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

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

33) Warranty
32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

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

35) **Settlement of disputes**

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

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

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

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

37) **Cession of contracts**

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

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

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

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

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

....

SIGNATURE **CAPACITY**

Contact person of company: ....

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

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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TABLE OF CLAUSES

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

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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;

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(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

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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

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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

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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 (NIP) Programme

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)

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