PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH (FS) 11/2024/2025	CLOSING DATE:	10 JANUARY 2025	CLOSING TIME:	11H00
DESCRIPTION	THE PLACEMENT OF VOLUMETRIC INFUSION PUMPS AND SYRINGE DRIVERS WHICH INCLUDES THE SUPPLY, DELIVERY, TESTING, DEMONSTRATION, TRAINING, COMMISSIONING, A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND SUPPLY AND DELIVERY OF CONSUMABLES FOR UNIVERSITAS ACADEMIC HOSPITAL (UAH) IN THE FREE STATE DEPARTMENT OF HEALTH. PERIOD: DATE OF SIGNING CONTRACT 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, 9301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Me. C.J.B Naicker	CONTACT PERSON	Me. E.M Mosala
TELEPHONE NUMBER	051 408 1707 / 1160	TELEPHONE NUMBER	051 405 3968
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	NaickerCJB@fshealth.gov.za	E-MAIL ADDRESS	MosalaEM@fshealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS) 11/2024/2025** Attendance list number: _____

THE PLACEMENT OF VOLUMETRIC INFUSION PUMPS AND SYRINGE DRIVERS WHICH INCLUDES THE SUPPLY, DELIVERY, TESTING, DEMONSTRATION, TRAINING, COMMISSIONING, A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND SUPPLY AND DELIVERY OF CONSUMABLES FOR UNIVERSITAS ACADEMIC HOSPITAL (UAH) IN THE FREE STATE DEPARTMENT OF HEALTH.

Attendance of the explanatory meeting is Non-Compulsory

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

EXPLANATORY MEETING DATE: 04 December 2024

TIME: 10H00

VENUE: **CJ Nel Lecture Hall**
Universitas Academic Hospital
DF Malherbe Avenue, Universitas
Bloemfontein, 9300

CONTACT PERSON/S: Me. E.M Mosala

Tel: 051 405 3968

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

_____ of the company _____ has attended the

explanatory meeting on the _____ day of _____ 2024 and is therefore

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

_____ _____
SIGNATURE /DEPARTMENTAL OFFICIAL **RANK**

_____ _____
SIGNATURE OF REPRESENTATIVE OF COMPANY **DATE**

OFFICIAL DATE STAMP

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

health
Department of Health
FREE STATE PROVINCE

INVITATION TO SUPPLIERS TO THE PLACEMENT OF VOLUMETRIC INFUSION PUMPS AND SYRINGE DRIVERS WHICH INCLUDES THE SUPPLY, DELIVERY, TESTING, DEMONSTRATION, TRAINING, COMMISSIONING, A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES FOR UNIVERSITAS ACADEMIC HOSPITAL (UAH) OVER A PERIOD OF FIVE (5) YEARS. UAH WILL PAY FOR THE CONSUMABLES ONLY.

PERIOD: DATE OF SIGNING OF CONTRACT FOR FIVE YEARS

SECTION A:

GENERAL TENDER CONDITIONS

CONTENTS

Section A

1.1. INTRODUCTION

1.1.1. This document is an invitation to suppliers to the placement of volumetric infusion pumps and syringe drivers which includes the supply, delivery, testing, demonstration, training, commissioning, a fully comprehensive maintenance contract and the supply and delivery of consumables for Universitas Academic Hospital (UAH) over a period of five (5) years. UAH will pay for the consumables only.

1.1.2. The quantity of the pumps to be placed will be the following:
1.1.2.1. Infusion pumps: 320
1.1.2.2. Syringe pumps: 250
1.1.2.3.TCI (Target controlled infusion) syringe pumps: 30
1.1.2.4. PCA (Pain pumps): 10

1.1.3. The Department of Health objectives and priorities in entering the contracts can be broadly divided into Administrative and Clinical as follows:

1.1.4. Clinical Objectives

1.1.4.1. The units will be installed at above mentioned facility and will be used for patient care.

1.1.4.2. To provide high quality healthcare services-to patients.

1.1.5. Proposed Implementation Approach

1.1.4.1 The Bidder shall supply, deliver and install the equipment and issue a certificate of compliance with the regulations of the National Department of Health before official acceptance by the Hospital.

1.1.4.2 Training of Both clinical and technical personnel involved in the use of the units must be provided by the bidder. The bidder must avail themselves of providing ongoing training to new personnel, which must be offered every 3 months.

1.1.4.3 The bidder shall ensure that there is a minimum disruption of normal services during the installation period.

1.1.4.4 Acceptance testing shall be done by the bidder with the end user.

1.2. CONDITIONS AND FORMAT OF THIS BID

1.2.1. Conditions

1.2.1.1. These bid specifications are the minimum requirements.

1.2.1.2. The conditions of General Conditions of Contract (GCC) shall apply and form an integral part of these bid specifications.

1.2.1.3. With each tender condition in this document you shall clearly indicate, in the column provided whether you agree or not. If an explanatory note is provided, the paragraph reference must be noted in the space provided. Bids not completed in this manner will not be considered.

1.2.1.4. A detailed description of how the non-compliance is overcome, shall be provided. Where applicable

1.2.1.5. Tenders shall be answered in the same order as this document. Information supplied must be concise. Cross-references to related questions/answers in other Chapters will be ignored. The above will ensure easier evaluation of this tender.

1.2.1.6. The Free- State Department of Health reserves the right to terminate the tender at any time. The Free- State Department of Health further reserves the right to put out another tender for any of the items if deemed necessary.

1.2.1.7. The Free- State Department of Health reserves the right to receive a price quotation from the bidder for the enhancement and adaptation of an item if necessary. This will be done before the awarding of the bid after approval has been granted by the Free -State Department of Health.

1.2.1.8. It is envisaged that the total installation and commissioning be completed within 3 months after an official order has been placed.

1.2.1.9. Only brand-new equipment may be installed. No demo equipment will be included in the final installation.

1.2.1.10. After the closing of the bid, the bidders may be asked to furnish further information regarding the equipment, the software, the features, the components or design, the installation of equipment tendered for, as well as any other information that the Free- State Department of Health may require. Bidders shall adhere to this request in the shortest possible time. If the request for additional information has not been met within two days, it may be considered as sufficient grounds to disregard the bid. Responses to requests for additional information must be supplied free of charge by the bidder.

1.2.1.11. In the case of any non-compliance with the terms and conditions of the contract and specifications provided in the answers to the bid, the Free- State Department of Health will be refunded in full and the bidder will have to bear the cost of replacement of the system as a whole.

1.2.1.12. The bidder shall produce documented evidence from original manufacturer of the equipment included in this proposal that they are the bona-fide importers and/or distributor, or bona-fide agent of the importer and/or distributor for the product in the Republic of South Africa. **This must be clearly marked "Annexure D" and attached to the bid document.**

1.2.1.13. The details of the evaluation tests conducted by the Free State Department of Health will not be made available to any third party.

1.2.1.14. All items tendered for, must be commercially available as of the closing date of the bid. Items in Beta-phase are not considered to be commercially available.

1.2.1.15. All equipment supplied must be fully guaranteed and maintained at no cost to the Free State department of Health for a period of 5 years from the date of commissioning. See paragraph 1.4.1.1-3

1.2.1.16. It is a requirement that sufficient spare parts be held in the country to ensure that the system is kept in good working order for ten (10) years after installation. The bidder must notify the department if there are spare parts that are out of the country and will require importation, with the specification of the time it will take to have the parts imported- this process must be concluded within one calendar month.

1.2.1.17. Notwithstanding any ambiguity and shortcomings of the tender specifications, the bidder shall undertake to make allowances in the proposal for all components and their costs required to make up a fully functional working system with the same efficiency and safety specifications as the initially installed working system.

1.2.2. Format

1.2.2.1. Bidders shall provide detailed quotations, showing unit prices and a brief description of each unit offered.

1.3. DELIVERY, INSTALLATION AND TERMS OF PAYMENT

1.3.1. General

1.3.1.1. The prices quoted must be inclusive for the supply, delivery, installation, commissioning the new equipment where applicable and user training of the system.

1.3.1.2. At the end of contract term, the contracted service provider is expected to remove the equipment from the facility.

1.3.1.3. Bidders are requested to indicate the period of delivery & installation calculated from the date of order.

1.3.1.4. With the submission of their bids, Bidders shall quote on the following options:

1.3.1.4.1. Placement of the proposed machines.
1.3.1.4.2. Supply of the consumables for the proposed machines.

1.3.1.5. The equipment will be deemed to be fully delivered, installed and commissioned when it has been tested and demonstrated in an operational situation at the installation location with appropriate training on the use of the equipment of staff who will be operating the equipment at the installation location. Payment of an invoice will be authorised upon receipt of a detailed account supported by a Departmental certificate of satisfactory execution of the work post commissioning.

1.3.2. Documentation and Licences

1.3.2.1. A complete set of all Operating Manuals, Standard Operating Procedures for maintenance, Standard Operating Procedures for routine tests and technical surveys, etc. must be provided on delivery of the equipment.

1.3.2.2. Should the hardware require an export licence according to the law of the country of origin, this licence, or sufficient evidence indicating that the licence has been issued, must be presented as soon as possible, but not later than 3 months after the acceptance of the offer.

1.3.2.3. Original manuals for all hardware supplied must be provided on delivery of the equipment.

1.3.2.4. Any changes made to hardware and software settings other than those stated in the manuals during installation shall be noted in the manuals.

1.3.3. Non-Compulsory Pre-bid meeting and site inspections.

1.3.3.1. Bidders shall acquaint themselves with the sites where the units will be installed at the healthcare facilities, since there will be no price adjustments after the bid has been awarded.

1.3.3.2. The non-compulsory explanatory meeting will be arranged as follows:
Venue: Universitas Academic hospital, DF Malherbe Avenue, Universitas, 9300

Time: 10:00

Date: 04 December 2024

It is required that all bidders visit the hospital and facilities in order to familiarise themselves fully with the layout of the hospital, and facilities.

1.3.3.3. The responsibility rests with the bidder to ensure that the site is suitable for the system. Should any additional costs be incurred for this purpose after installation, it will be for the bidder's account.

1.3.4. Bidder's experience

1.3.4.1. Bidders shall furnish names, including telephone numbers of customers where similar systems have been installed and commissioned, state how long the equipment has been installed and attach this information to the bid, clearly marked, "**Annexure A".** It is the intention of the Free State Department of Health to request references from such customers and to inspect the installations where possible, to establish the bidder's bona-fides.

1.3.4.2. Bidders should be prepared to arrange visits to sites of the Free- State Department of Health`s choice where a system similar to the one proposed is operating successfully.

1.3.4.3. The bidder shall provide at **Annexure B,** a table of names, relevant qualifications, experience and capacity of all people that will be directly involved in this project.

1.3.5. Bidder's liability in respect of defects

1.3.5.1. Any defects or faults which may appear within twelve months of completion of the works due to materials or workmanship not being in accordance with the contract, shall be repaired by the bidder within such a period as may be determined by the Free State Department of Health at the cost of the bidder.

1.3.5.2. Should the bidder fail to rectify the defects or faults, the Free- State Department of Health shall be entitled to rectify such defects or faults or to arrange for the rectification there-of and to recover from the bidder any damages as a result of the bidder's failure to comply with the terms of the contract.

1.3.6. Project management

1.3.6.1. It is required from the bidder to supply the Hospital with a complete implementation plan, that will include a project diagram with a list of activities showing starting and completion dates, project meeting dates (milestones), cash flow, resources and the deliverables. This information to be attached as **Annexure C.**

1.3.6.2. The bidder will be required to manage the installation process of the system from site preparation to final acceptance by the Free State Department of Health. The Free- State Department of Health must be notified of all related requirements which are essential for the successful implementation of the contract, i.e. upgrade power supply, etc. This includes the preparation of a project plan after consultation with all relevant parties. This responsibility lies primarily with the bidder.

1.3.6.3. The supplier must appoint a single project manager to be accountable and responsible for all supplier and sub-contractor activities from date of contract award through to final acceptance of the system.

1.3.6.4. Project management will run under control of the Chief Executive Officer of the Hospital or his appointed representative and the project manager will report formally as agreed.

1.3.7. Payment

1.3.7.1. All prices must be quoted in South African Rands and bidders must indicate whether the prices are linked to any foreign currency and at what rate. Bidders must also indicate what portion of the total cost or price is linked to the foreign currency.

1.3.7.2. Bidders must use the official exchange rate valid on the date of the publication of the bid.

1.3.7.3. All prices and costs submitted in terms of this bid must include the cost (where applicable), packing of transport, delivery and installation on site complete in every aspect.

1.3.7.4. All prices must include VAT

1.3.8. Taxes and levies

1.3.8.1. All normal import duties and levies are payable by the bidder and must be included in the quoted prices.

1.3.8.2. All prices must include VAT.

1.4. SUPPORT SERVICES AND MAINTENANCE SERVICES

1.4.1. Support Services during the Guarantee period and maintenance contract

1.4.1.1 The guarantee period will start on the day that the equipment is accepted as fully functional by the hospital by signing a formal letter of acceptance and will extend for five years.

1.4.1.2 The successful bidder will be responsible for the service and maintenance of all placed pumps for the entire period.

1.4.1.3 The bidder is expected to have extra pumps in order to allow for the immediate replacement of the faulty pumps.

1.4.1.4 The bidder will supply a key with every PCA pump provided. The bidder will have extra keys to allow for the replacement of broken or lost keys.

1.4.2 General conditions for Guarantee period and Maintenance Contract

1.4.2.1 It is required that the successful bidder render a support service with a maximum response time of 30 minutes with onsite inspection within 4 hours. The mean time to repair will be five (5) calendar days and will immediately follow the response time.

1.4.2.2 The hours of coverage for Service, must be from 00:00 Monday to 00:00 Sunday.

1.4.2.3 Maintenance and service during the guarantee period in normal working hours will be between 07:30 and 16:00 Monday to Friday and carried out at no cost to the Hospital.

1.4.2.4 Overtime during the guarantee period is applicable between 16:00 and 07:30 from Monday evening to Saturday morning and will be carried out at no cost to the Hospital.

1.4.2.5 The repair process could be a physical exchange of the equipment or parts. It is envisaged that spare equipment be included in the tender of all units or parts of units in order to provide the required response times.

1.4.2.6 A reporting system must be utilised which is capable to accept calls 24 hours per day, 7 days per week and keep track of the progress and escalation of problems must be utilised. This reporting system will also keep historic information on all equipment by serial number, as well as information regarding the performance of the bidder in respect to all calls. No information will be archived or deleted without clearing it with the Free-State Department of Health.

1.4.2.7 Bidders shall indicate whether: -

- 1.4.2.7.1 A remote support/diagnostic facility is available, how it would be carried out and at no costs to institution.
- 1.4.2.7.2 Local diagnostic, fault finding and aids for trouble shooting are supplied.
- 1.4.2.7.3 Repair facilities are available in the Free-State area.
- 1.4.2.7.4 Where third party services are contracted for the maintenance, the bidder must submit
  - 1.4.2.7.4.1 Copy of a detailed agreement/contract, with contact details, signed by both parties,
  - 1.4.2.7.4.2 Proof of location of the premises for the third party,
  - 1.4.2.7.4.3 OEM training certificates of the technicians, for the item(s) bidded for.

1.4.2.8 Bidders shall state the policy regarding future software updates. The software must be updated at least once every calendar year to ensure TCI functionality does not become dated.

1.4.2.9 All future upgrades and updates (hardware and software) shall be at no additional cost.

1.4.2.10 All future upgrades removing software errors from existing software shall be supplied at no cost.

1.4.2.11 In the event that the awarded **Model is discontinued:**

- 1.4.2.11.1 The Supplier(s) must notify Free State Department of Health of such an occurrence upon receipt of notification from the OEM detailing the maintenance and after-sales support of the delivered item(s);

1.4.2.11.2 Should the Supplier(s) fail to fulfil the responsibility especially the notification as per above condition, the Department reserves the right to seek necessary remedies (e.g. request replacement cost of the new item etc.);

1.4.2.11.3 The Supplier(s) is required to submit supporting documents from the OEM substantiating the changes and guarantee spare parts for the minimum of ten (10) years for review by the BEC;

1.4.2.11.4 The Supplier(s) will be expected to present an alternative model of the same brand to the location determined by Free State Department of Health for BEC to evaluate;

1.4.2.11.5 Furthermore, Supplier(s) must note that the terms and conditions, including price of the new model offered will be the same as the awarded model;

1.4.2.11.6 Supplier(s) must not deliver a new model other than the model awarded to them prior to an approval of model change from Free State Department of Health. Failure to adhere to this condition may lead to immediate termination of the Supplier and/or item on tender.

1.4.2.11.7 The alternative model will have the same or higher specifications than the awarded model.

1.4.2.11.8

1.4.2.12 In the event that a **Recall or Alert** has been issued on an awarded item by a Regulatory Body anywhere in the universe:

1.4.2.12.1 The Supplier(s) must notify Free State Department of Health upon receipt of notification from the OEM of occurrence and activate corrective measures immediately;

1.4.2.12.2 For any Recalls, the Supplier(s) is required to submit a mitigation plan and activate corrective measures in order to ensure uninterrupted service delivery and patient safety. In the event of medical litigation due to the Recall, the Supplier(s) will be held liable.

1.4.2.12.3 The Supplier(s) is obligated to distribute and display notification and remedial action of Recalls in the clinical areas of affected item(s) within five (5) days

1.5. STAFF AND TRAINING REQUIREMENTS

1.5.1. Operating and Staffing Requirements

1.5.1.1 The bidder shall describe the operating requirements of the proposed system.

1.5.2. Training

1.5.2.1 Bidders shall describe how training is to be conducted. A complete implementation program, showing training at various levels, personnel involved (clinical and technical) and user support must also be provided. Bidders shall describe how ongoing training of new personnel will be conducted. Bidders shall describe how training will be conducted after each upgraded soft and hardware installation.

SECTION B:

TECHNICAL SPECIFICATIONS.

ITEM 1: GENERAL PURPOSE VOLUMETRIC INFUSION PUMP

NOTE: Should the equipment offered deviate from any specified technical requirement, full details of such deviation must be given. In case of inadequate space use a separate page and refer to the relevant paragraph

BIDDERS RESPONSE

	SPECIFICATION	COMPLY YES/NO	NON-COMPLIANT (Specify deviation)
1	Bidders must attach a colour brochure of the product on offer.		
2.	The infusion pump must have a two-year guarantee.		
3.	The successful bidder must supply, deliver, commission and install the equipment.		
4.	The successful bidder must provide continuous end-user training.		
5.	The successful bidder must provide technical support and respond to a call within 24 hours. Technical support will be situated in Bloemfontein.		
6.	Bidder must state the Radiation Control licence number of the make and model of equipment offered.		
7.	The item supplied must comply with CE standards. (Attach copy of CE certificate).		
8.	The volumetric pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Safety of Electro medical equipment).		
9.	The volumetric pump will comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Electro Magnetic Compatibility). MRI safety and compatibility must be clearly stated.		
10.	The item supplied must be the latest model.		

11.	The item must administer for adult, paediatric and neonates.		
12.	The volumetric pump should be supplied with a build in carry handle.		
13.	The volumetric pump should be supplied with a build in IV pole & Medical rail clamp.		
14.	The volumetric pump display:		
14.1.	Should have a clear & large display and be readable from 3.5 meters.		
14.2	The LCD backlight may not go into idle mode with no display whilst in use.		
14.3	Display on primary display/ switch screen display the dose (unit/kg/time unit) and ml/hr, with the KVO and amount infused		
14.4.	Display on primary display/ switch screen display the bolus dose (unit/kg/time unit) and ml/hr if /when a bolus is set		
14.5.	If a touchpad display is utilized a lock screen option must be available with a manual override.		
15.	The volumetric pump must be stackable. Patient specifics (age/ weight/ height/biological sex) programmed on the top stacked device must automatically reflect on the rest of the pumps in the stack. The stack must make use of a single power supply source.		
16.	The item must have an internal power supply		
17.	The volumetric pump must have a variable pressure management system with the following specifications:		
17.1	The volumetric pump must be able to monitor the infused pressure.		
17.2	The volumetric pump must have a variable pressure monitoring system to monitor the infused pressure.		
17.3	The volumetric pump must allow the user to adjust the occlusion pressure alarm limit.		
17.4	The volumetric pump must graphically display the pressure in the infusion line and the pressure limit.		
17.5	The volumetric pump must have an indication of pressure increase & decrease in the infusion line.		

17.6	The occlusion pressure must start from 50 mmHg. with increments of 50-75mmHg, up to 950-1125mmHg		
18.	The volumetric pump should have the following Alarms and Safety features:		
18.1	Auto self-test failure alarm.		
18.2	Adjustable, Air in-line alarm.		
18.3	Door open alarm.		
18.4	Set positioning alarm.		
18.5	Occlusion pressure alarm. Pre-occlusion warning alarm system must be built in.		
18.6	Set insertion alarm.		
18.7	Volumes limit alarm. Near end of infusion/ KVO alarm.		
18.8	Battery low alarm. Main power source disconnects warning alarm.		
18.9	Infusion not started alarm /Infusion paused alarm.		
18.10	Unconfirmed selection alarm.		
18.11	Technical malfunction.		
19.	The volumetric pump must comply to the following technical specifications:		
19.1	Self-test: The volumetric pumps should do an auto self-test after installing the administration set.		
19.2	The volumetric pump must not weigh more than 2kg.		
19.3	The volumetric pump must have an internal rechargeable battery		
19.4	The volumetric pump must have a minimum of 2 hours battery back up at 5ml/h.		
19.5	The volumetric pump must be fitted with a sealed 15 Amp SABS mains plug.		
19.6.	The mains cable of the volumetric pump must be hospital grade and have a minimum length of one (1) metres.		

19.7.	The volumetric pump must be protected against electrical current leakage.		
19.8.	The power supply must be 220-240 Vac 50Hz.		
19.9	The volumetric pump infusion installation door/hinge must have a manual override function, i.e. not be fully automated.		
19.10	The volumetric pump casing/shell and moving parts must be robust		
20.	The volumetric pump must comply to the following infusion specifications:		
20.1.	Administration Sets: Attach list of dedicated infusion sets to be used with the volumetric pump offered.		
20.2.	Administration Sets: The dedicated infusion sets should allow the user to standardise the set usage throughout the hospital. Preference if volumetric pump are universally compatible.		
20.3	The volumetric pump must alarm if the sets is not properly fitted.		
20.4.	Flow rate range: 0.01 to 2000 ml/h.		
20.5.	Flow rate range: 0.01 ml/h increments.		
20.6.	Flow rate accuracy: < ± 2.0% on mechanism & < ± 2.0% on sets.		
20.7	The volumetric pump should be programmable according to weight (must allow for extremes of weight), drug concentration (ng/ml-g/ml; U/ml) and time (min/hrs) to deliver the desired set infusion rates. Should have the following dose rate units: ng/kg/min, ng/kg/h, ng/kg/24h, ug/kg/min, ug/kg/h, ug/kg/24h, mg/kg/min, mg/kg/h, mg/kg/24h, g/kg/min, g/kg/h, g/kg/24h, mU/kg/min, mU/kg/h, mU/kg/24h, U/kg/min, U/kg/h, U/kg/24h, kU/kg/min, kU/kg/h, kU/kg/24h, EU/kg/min, EU/kg/h, EU/kg/24h, mmol/kg/min, mmol/kg/h, mmol/kg/24h, mol/kg/min, mol/kg/h, mol/kg/24h, mcal/kg/min, mcal/kg/h, mcal/kg/24h, cal/kg/min, cal/kg/h, cal/kg/24h, kcal/kg/min, kcal/kg/h, kcal/kg/24h, mEq/kg/min, mEq/kg/h, mEq/kg/24h		

(14)

20.8	When the pumps are placed the drug lists and concentration formula should be already pre-loaded.		
20.9.	Blood products: The volumetric pump should be able to infuse blood products.		
20.10	Bolus rate: 0.1 ml/h to 1200 ml/h. (Automatic or manual)		
20.11	End of VL or VT settings: KVO rate is programmable.		
20.12	Data log event: Store up to 600 data log events/history. The item must have electronic capability to retrieve information.		
20.13	Preventive silence function: ± 2 minutes silence setting to change the syringe.		
20.14	Initial rate memorisation: Memorise rate when device is turned off.		
20.15	Sound level adjustable: Adjustable sound levels.		
21.	The volumetric pump must have built-in safety lock to prevent overflow.		
22	The volumetric pump and infusion set will have a non-syphon safety.		
23.	The volumetric pumps will comply to the following data management specifications:		
23.1.	RS 232 connection.		

FAILURE TO COMPLY WITH PARAGRAPHS 1 - 23.1 WILL INVALIDATE THE BID.

ITEM 2: GENERAL PURPOSE SYRINGE PUMP

NOTE: Should the equipment offered deviate from any specified technical requirement, full details of such deviation must be given. In case of inadequate space use a separate page and refer to the relevant paragraph

BIDDERS RESPONSE

	SPECIFICATION	COMPLY	NONCOMPLIANT
		YES/NO	(Specify deviation)
1.	Bidders will attach a colour brochure of the product on offer.		
2.	The syringe pump must have a two-year guarantee.		
3.	The successful bidder must supply, deliver & commission and install the equipment.		
4.	The successful bidder must provide end-user training. A Training program will be provided for four weeks and then when requested to do so. The successful bidder must provide continuous end-user training.		
5.	The successful bidder must provide technical support and respond to a call within 24 hours. Technical staff will be situated in Bloemfontein.		
6.	Bidder must state the Radiation Control licence number of the make and model of equipment offered.		
7.	The item must comply with the CE standards. (Attach copy of CE certificate).		
8.	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Safety of Electro medical equipment).		
9	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Electro Magnetic Compatibility).). MRI safety and compatibility must be clearly stated.		
10.	The item must be the latest model.		
11.	The item tendered on must have an internal power supply.		
12.	The syringe pump should be supplied with a build in carry handle.		
13.	The syringe pump should be supplied with a build in IV pole & Medical rail clamp.		

14.	The syringe pump display:		
14.1	Should have a clear & large display readable from one (1) meter.		
14.2	The LCD backlight may not go into idle mode with no display whilst in use.		
14.3	Display on primary display/ switch screen display the dose (unit/kg/time unit) and ml/hr, with the KVO and amount infused		
14.4	Display on primary display/ switch screen display the bolus dose (unit/kg/time unit) and ml/hr if /when a bolus is set		
14.5	If a touchpad display is utilized a lock screen option must be available with a manual override.		
15.	The syringe pump must be stackable: patient specifics (age/ weight/ height/biological sex) programmed on the top stacked device must automatically reflect on the rest of the pumps in the stack. The stack must make use of a single power supply source.		
16.	The syringe pump must have a variable pressure management system with the following specifications:		
16.1.	The syringe pump must be able to monitor the infused pressure by making use of non-dedicated extension sets with non-syphon capabilities.		
16.2.	The syringe pump must have a variable pressure monitoring system to monitor the infused pressure. The occlusion pressure must start from 50 mmHg. with increments of 50-75mmHg, up to 950-1125mmHg.		
16.3.	The syringe pump must allow the user to adjust the occlusion pressure alarm limit. The occlusion pressure must start from 50 mmHg. with increments of 50-75mmHg, up to 950-1125mmHg		
16.4.	The syringe pump must graphically display the pressure in the infusion line and the pressure limit.		
16.5	The syringe pump must have an indication of pressure increase & decrease in the infusion line.		
16.6	The syringe pump must have an Anti-bolus system to reduce the bolus after occlusion and should not exceed 0.2ml.		

17.	The syringe pump should have the following Alarms and Safety features:		
17.1	Syringe barrel clasp check.		
17.2	Plunger head detection.		
17.3	Anti-syphon system check.		
17.4	Syringe flange detection.		
17.5	Occlusion pressure alarm. Pre-alarm: an alert when the pressure is going up		
17.6	End of infusion pre-alarm. KVO reached pre-alarm		
17.7	Volume limit alarm.		
17.8	Disengaged driving mechanism alarm.		
17.9	Battery low alarm. Main power source disconnects warning alarm.		
17.10	Unconfirmed selection alarm.		
17.11	Infusion not started alarm /Infusion paused alarm.		
17.12	Technical malfunction.		
17.13	Drive system advance check.		
17.14	Watchdog check.		
18.	The syringe pump must comply to the following technical specifications:		
18.1	The syringe pump must not weigh more than 2kg.		
18.2	The syringe pump must have an internal rechargeable battery.		
18.3	The syringe pump must have a minimum of 4 hours battery back up at 5ml/h		
18.4	The syringe pump must be fitted with a sealed 15 Amp SABS mains plug.		

18.5	The mains cable of the syringe pump must be hospital grade and have a minimum length of 3 metres.		
18.6	The syringe pump must be protected against electrical current leakage.		
18.7	The power supply must be 220-240 Vac / 50Hz		
18.8	The syringe pump plunger must have a manual override function, i.e. not be fully automated.		
18.9	The syringe pump casing/shell and moving parts must be robust		
19.	The syringe pump must comply to the following infusion specifications:		
19.1	Flow rate range: 0.01 to 2000 ml (2000 ml/h programmable).		
19.2	Flow rate range: 0.01 ml/h increments.		
19.3	Flow rate accuracy: <± 2.0% on mechanism & <± 2.0% on syringe.		
19.4	Syringe capacities: 2,5, 10, 20, 50/60 ml. (Automatic syringe size detection).		
19.5	Type of syringes: The syringe pump should be able to use syringes of various brands. . (Manual syringe type selection). The software should allow the syringe type selection prior to programming the rest of the patient and infusion information.		
19.6	Volume limit infusion mode: 0.1 to 999.9 ml (0.1 ml increments)		
19.7	Bolus rate: 0.01 ml/h to 2000 ml/h.		
19.8	End of VL or VT settings: KVO rate is programmable.		
19.9	Data log event: Store up to 600 data log events/history.		
19.10	Preventive silence function: At least 2-minute silence setting to change the syringe.		
19.11	Initial rate memorisation: Memorise rate when device is turned off.		
19.12	Sound level adjustable: Sound level to be adjustable.		

20.	The pump should be programmable according to weight (must allow for extremes of weight), drug concentration (ng/ml-g/ml; U/ml) and time (min/hrs) to deliver the desired set infusion rates. Should have the following dose rate units: ng/kg/min, ng/kg/h, ng/kg/24h, ug/kg/min, ug/kg/h, ug/kg/24h, mg/kg/min, mg/kg/h, mg/kg/24h, g/kg/min, g/kg/h, g/kg/24h, mU/kg/min, mU/kg/h, mU/kg/24h, U/kg/min, U/kg/h, U/kg/24h, kU/kg/min, kU/kg/h, kU/kg/24h, EU/kg/min, EU/kg/h, EU/kg/24h, mmol/kg/min, mmol/kg/h, mmol/kg/24h, mol/kg/min, mol/kg/h, mol/kg/24h, mcal/kg/min, mcal/kg/h, mcal/kg/24h, cal/kg/min, cal/kg/h, cal/kg/24h, kcal/kg/min, kcal/kg/h, kcal/kg/24h, mEq/kg/min, mEq/kg/h, mEq/kg/24h		
21.	When the pumps are placed the drug lists and concentration formula should be already pre-loaded.		
22.	The syringe pumps must comply to the following data management specifications:		
22.1	The product must be able to communicate with a Patient Data Management System.		
22.2	RS 232 connection.		

FAILURE TO COMPLY WITH PARAGRAPHS 1 - 22.2 WILL INVALIDATE THE BID.

ITEM 3: TARGET CONTROLLED INFUSION (TCI) SYRINGE PUMP

NOTE: Should the equipment offered deviate from any specified technical requirement, full details of such deviation must be given. In case of inadequate space use a separate page and refer to the relevant paragraph

BIDDERS RESPONSE

	SPECIFICATION	COMPLY	NON-COMPLIANT
		YES/ NO	(Specify deviation)
1.	This product must be able to do target-controlled infusion.		
2.	The device must be clearly labelled as a TCI device, or colour coded as a TCI device as to distinguish it from normal syringe driver models.		
3.	All software needed to perform "TCI" pre-installed. (Minimum requirement for kinetic models to be available: Propofol: Eleveld effect site and plasma site control Propofol plus opioid: Eleveld effect site and plasma site control Propofol: Marsh model Propofol: Schnider model Propofol: Paedfusor Propofol: Kataria Remifentanil: Minto effect site and plasma site control Remifentanil: Eleveld effect site and plasma site control Sufentanil: Geps effect site and plasma site control)		
4.	Bidders will attach a colour brochure of the product on offer.		
5.	The syringe pump must have a two-year guarantee.		
6.	The successful bidder must supply, deliver & commission and install the equipment.		
7.	The successful bidder must provide end-user training. A Training program will be provided within four weeks after the pumps have been placed and then when requested to		

	do so. The successful bidder must provide continuous end-user training		
8.	The successful bidder must provide technical support and respond to a call within 24 hours. Technical staff will be situated in Bloemfontein.		
9.	Bidder must state the Radiation Control licence number of the make and model of equipment offered.		
10.	The item must comply with the CE standards. (Attach copy of CE certificate).		
11.	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Safety of Electro medical equipment).		
12.	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Electro Magnetic Compatibility). MRI safety and compatibility must be clearly stated.		
13.	The item must be the latest model.		
14.	The item tendered on must have an internal power supply.		
15.	The syringe pump should be supplied with a build in carry handle.		
16.	The syringe pump should be supplied with a build in IV pole & Medical rail clamp.		
17.	The syringe pump display should:		
17.1	Have a clear & large display readable from one (1) meter. The LCD backlight may not go into idle mode with no display whilst in use.		
17.2	Display the kinetic model in use with both target control effect site AND plasma site concentrations		
17.3	Display on primary display/ switch screen display the graphical representation of the kinetic model		
17.4	Display on primary display/ switch screen display the estimated decrement time of the kinetic model		
18.	The syringe pump must be stackable: patient specifics (age/ weight/ height/biological sex) programmed on the top stacked device must automatically reflect on the rest of the pumps in the stack. The stack must make use of a single power supply source.		

(26)

18.1	Preference will be given to TCI devices where syringes of the multiple syringes may be loaded for the same TCI programme and the system automatically switches over to next pump once syringe is empty. This system must have a manual override function		
19.	The syringe pump must have a variable pressure management system with the following specifications:		
19.1.	The syringe pump must have a variable pressure monitoring system to monitor the infused pressure.		
19.2	The syringe pump must be able to monitor the infused pressure by making use of non-dedicated extension sets with non-syphon capabilities.		
19.3	The syringe pump must allow the user to adjust the occlusion pressure alarm limit.		
19.4	The syringe pump must graphically display the pressure in the infusion line and the pressure limit.		
19.5	The syringe pump must have an indication of pressure increase & decrease in the infusion line.		
19.6	The syringe pump must have an Anti-bolus system to reduce the bolus after occlusion and should not exceed 0.2ml.		
20.	The syringe pump should have the following Alarms and Safety features:		
20.1	Syringe barrel clasp check.		
20.2	Plunger head detection.		
20.3	Anti-syphon system check.		
20.4	Syringe flange detection.		
20.5	Occlusion pressure alarm.		
20.6	End of infusion pre-alarm.		
20.7	Volume limit alarm.		
20.8	Disengaged driving mechanism alarm.		
20.9	Battery low alarm. Main power source disconnects warning alarm.		
20.10	Unconfirmed selection alarm.		

(27)

20.11	Infusion not started alarm /Infusion paused alarm.		
20.12	Technical malfunction.		
20.13	Drive system advance check.		
20.14	Watchdog check.		
21	The syringe pump must comply to the following technical specifications:		
21.1	The syringe pump must not weigh more than 2kg.		
21.2	The syringe pump must have an internal rechargeable battery		
21.3	The syringe pump must have a minimum of 4 hours battery back up at 5ml/h.		
21.4	The syringe pump must be fitted with a sealed 15 Amp SABS mains plug.		
21.5	The mains cable of the syringe pump must be hospital grade and have a minimum length of 3 metres.		
21.6	The syringe pump must be protected against electrical current leakage.		
21.7	The power supply must be 220-240 Vac 50Hz		
22.	The syringe pump must comply to the following infusion specifications:		
22.1	The syringe driver/ TCI software must allow programming of induction rate (time to CEt at induction) as well as programming of bolus administration rate to increase CEt.		
22.2	Flow rate range: 0.01 to 1200 ml (1200 ml/h programmable).		
22.3	Flow rate range: 0.01 ml/h increments.		
22.4	Flow rate accuracy: <± 2.0% on mechanism & <± 2.0% on sets.		
22.5	Syringe capacities: 5, 10, 20, 50/60 ml. (Automatic syringe size detection).		
22.6	Type of syringes: The syringe pump should be able to use syringes of various brands. (Manual type selection).The software should allow the syringe type selection prior to programming the rest of the patient and infusion information.		

22.7	Volume limit infusion mode: 0.01 to 999.9 ml (0.1 ml increments)		
22.8	Bolus rate: 0,1ml/h to 2000 ml/h.		
22.9	End of VL or VT settings: KVO rate is programmable.		
22.10	Data log event: Store up to 600 data log events/history.		
22.11	Preventive silence function: More than 2 minutes silence setting to change the syringe.		
22.12	Initial rate memorisation: Memorise rate when device is turned off.		
22.13	Sound level adjustable: Sound level to be adjustable.		
22.14	Preference will be given to TCI pumps which are compatible with integration into with the anaesthetic work station interface- for monitoring as well as dose adjustment. *(*see list of anaesthesia work stations currently in use in the institution)* *Mindray* *Avance GE* *Draeger*		
23.	The syringe pumps must comply to the following data management specifications:		
23.1	The product must be able to communicate with a Patient Data Management System.		
23.2	RS 232 connection.		

FAILURE TO COMPLY WITH PARAGRAPHS 1 - 23.2 WILL INVALIDATE THE BID

29

ITEM 4: PCA (PATIENT CONTROLLED ANALGESIA) SYRINGE PUMP

SPECIFICATIONS

NOTE: Should the equipment offered deviate from any specified technical requirement, full details of such deviation must be given. In case of inadequate space use a separate page and refer to the relevant paragraph

BIDDERS RESPONSE

	SPECIFICATION	**COMPLY**	**NON-COMPLIANT**
		YES/ NO	**(Specify deviation)**
1	This product must support programmed patient-controlled analgesia (PCA) administration infusions.		
2.	All software needed to perform "PCA" is installed.		
3.	Bidders will attach a colour brochure of the product on offer.		
4.	The syringe pump must have a two-year guarantee.		
5	The successful bidder must supply, deliver & commission and install the equipment.		
6.	The successful bidder must provide end-user training. A Training program will be provided for four weeks and then when requested to do so. The successful bidder must provide continuous end-user training		
7.	The successful bidder must provide technical support and respond to a call within 24 hours. Technical staff will be situated in Bloemfontein.		
8.	Bidder must state the Radiation Control licence number of the make and model of equipment offered.		
9.	The item must comply with the CE standards. (Attach copy of CE certificate).		
10	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Safety of Electro medical equipment).		

11.	The syringe pump must comply with EN/IEC 60 601-1 & EN/IEC 60601-2-24 (Electro Magnetic Compatibility).		
12	The item must be the latest model.		
13	The item tendered on must have an internal power supply. The item must have a back-up disposable battery supply.		
14.	The pump should be supplied with a build in carry bag which allows the LCD screen to be visible.		
15.	The pump should be supplied with a build in IV pole & Medical rail clamp.		
16.	The syringe pump should have a clear & large display readable from one (1) meter.		
17.	The pump must have a lockable cover for the area where the syringe is inserted to prevent tampering. They key must be supplied.		
18.	The selection and adjustments of the PCA protocols must be code or key protected.		
19.	The on/off switch, programming, and start and stop of operation must also be lockable.		
20.	Pre-set PCA protocols must be available to use with programming and the user must be able to modify it for specific needs. The bidder must be available to perform the programming of the pre-set protocols and future updates/ changes to these protocols for the duration of the service period.		
21.	A patient handset must be provided.		
22.	The handset must indicate availability of the PCA and when it is being administered.		
23.	The pump must have a facility to allow a clinician to over-ride the program when needed- be it by entry code or key.		
24.	A system to monitor the infused pressure is in place.		
25.	The infusion pressure must be displayed.		
26.	A system is in place to prevent an accidental bolus release.		
27	System must offer an anti-syphon valve.		
28.	The PCA pump must comply to the following infusion specifications:		

28.1	Concentration range: 1 mcg/ml to 999mcg/ml (1mcg/ml increments) 1,0mg/ml to 99.9mg/ml (1mg/ml increments)		
28.2	dose range: 0mcg to 999mcg (1 mcg increments) 1mg to 99,9mg (0,1mg increments) 0,0ml to 99,9ml (0,1 ml increments)		
28.3	Delivery rate: up to 100ml/hour		
28.4	Lock-out interval: 0 to 180 minutes (1minute increments)		
28.5	Continuous infusion range: 0mcg/h to 90mcg/h (1 mcg increments) 0mg/h to 99,9mg/h (0.1 mg increments)		
28.6	Dose limit: 1mcg to999mcg 1mg to 99,9mg 1ml to 99,9ml		
28.7	Syringe/cassette types: 50ml, 100ml, 200ml		
29	The pump must have the following alarm and safety features:		
29.1	End of infusion alarm		
29.2	Cover opened alarm		
29.3	Wrong syringe/ cassette detection		
29.4	Battery low		
29.5	Maximum dose limit reached		
29.6	Patient hand set faulty		
29.7	Disengaged driving mechanism		
29.8	Air in line detected		
29.9	Occlusion detected/ pressure high		

30.	The pump must comply with the following technical specifications		
30.1	Weight: not more than 2 kg		
30.2	Internal rechargeable battery with at least 4 hours back-up		
30.3	The pump must be fitted with a sealed 15 Amp SABS mains plug.		
30.4	The pump must be protected against electrical current leakage.		
30.5	The mains cable of the pump must be hospital grade and have a minimum length of 1 metre.		
30.6	The power supply must be 220-240 Vac 50Hz		
31.	Data management specifications		
31.1	It must be able to show a log of how the drug was infused: the time and volume/mass		
31.2	It must record the pattern of use		
31.3	RS232 connection		

FAILURE TO COMPLY WITH PARAGRAPHS 1- 31.3 WILL INVALIDATE THE BID

Item 1

PRODUCT CODE	DESCRIPTION	1st Year Price	2nd Year Price	3rd Year Price	4TH Year Price	5tiJ Year Price

Please note that price escalation of cost will be verified against CPI each year after the anniversary of the contract

(34)

ITEM 2

PRODUCT CODE	DESCRIPTION	1st Year Price	2nd Year Price	3rd Year Price	4TH Year Price	5th Price

Item 3

PRODUCT CODE	DESCRIPTION	1st Year Price	2nd Year Price	3rd Year Price	4TH Year Price	5th Year Price

Item 4

PRODUCT CODE	DESCRIPTION	1st Year Price	2nd Year Price	3rd Year Price	4TH Year Price	5th Year Price

FUNCTIONALITY

Company Name•.....

*The bidders who scored less than 40% which is 16 out of 40 will not be considered further

VALUES	O-Very Poor	1 -Poor	2-Average	3-Good	4-Very Good	5-Excellent

Number	Criteria for Functionality	Weight	Score / Value B	Total Score AXB
1	It will be required from the bidders who are not original suppliers to supply a guarantee from the original suppliers of the equipment that all parts used are compatible with the equipment. For this reason, bidders must include proof from the original suppliers of the equipment that the original suppliers are willing to supply parts used by the bidder. This must be clearly marked 'Annexure A': and attached to the bid document.	20		
2	Bidder must provide names, qualifications, experience and capacity of all people that will be directly involved in servicing the equipment. Indicate the equipment that will be serviced by these technicians.	10		
3	Bidder must provide names, including telephone numbers of customers where similar systems have been supplied/installed. It is the intention of the Free State Department of Health to request references from such customers to inspect the installation where possible to establish the bidder's bona-fides. Reference will be evaluated.	10		
Total Points		40		

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder:	Bid number: DOH (FS) 11/2024/2025
Closing Time: 11:00	Closing date: 10 January 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	As required	General Purpose Volumetric Infusion Pump (See attached Specification)	See attached price list

- Required by: Free State Department of Health
- At: Universitas Academic Hospital
- Brand and model .....
-
- Country of origin .....

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder:	Bid number: DOH (FS) 11/2024/2025
Closing Time: 11:00	Closing date: 10 January 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
2.	As required	General Purpose syringe pump	See attached price list

(See attached Specification)

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder:	Bid number: DOH (FS) 11/2024/2025
Closing Time: 11:00	Closing date: 10 January 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
3.	As required	Target Controlled Infusion (TCI) Syringe Pump (See attached Specification)	See attached price list

- Required by: Free State Department of Health
- At: Universitas Academic Hospital
- Brand and model .....
-
- Country of origin .....

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm

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

*Delete if not applicable

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder:	Bid number: DOH (FS) 11/2024/2025
Closing Time: 11:00	Closing date: 10 January 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
4.	As required	PCA (Patient Controlled Analgesia) Syringe Pump (See attached Specification)	See attached price list

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index: CPI Dated: November 2024

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

45

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

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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.

(46)

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

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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)

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

(*delete whichever is not applicable for this tender*).

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

46

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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**

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

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.

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 preference point system.)

The specific goals allocated points in terms of this tender	Applicable weight	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicat below per specific goal should be regarded as sufficient). Original documents and or certifie copies must be submitted.
Woman	10	100% Woman ownership = **10 points** 75%-99% Woman ownership = **8 points** 60%-74% Woman ownership = **6 points** 50%-59% Woman ownership= **4 points** 1-49% Woman ownership = **2 points** 0% Youth ownership = **0 points**		• RSA identity document • Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentations which contained the % of ownership or shareholding certificates with the percentage of shares owned by the individual Director/s.
Youth	4	100% - Youth ownership = **4 points** 75%-99% Youth ownership = **3 point** 50%-74% Woman ownership = **2 points** 1%-49% Youth ownership= **1 point**		• RSA identity document • Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentations which contained the % of ownership c shareholding certificates 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).

		0% Youth ownership = **0 points**		
People with disability	2	100% Ownership= **2 points** 51%-99% Ownership= **1 point** 0% Ownership= **0 points**		• Sworn affidavit signed by the company representative and attested by the Commissi of oaths.
Free State based company	4	Free State based company= **4 points** Not Free State based company= **0 points**		• Municipal Account • Lease • Title deeds • Permission to occupy land signed by the traditional authority • A letter of confirmation of the address signed the ward councillor
Total points	**20**			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

CONTENTS: **Page**

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

1. EVALUATION CRITERIA

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

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

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

2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATES

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

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

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

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

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

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

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

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

3. ONCE-OFF BID PRICES

3.1 Firm prices:

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

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

4. PERIOD CONTRACT PRICES

4.1 1st year of the contract period:

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

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

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

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

4.2.3 *Submitting* of price adjustment claims:

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

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

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

4.2.4 Documentary proof for price adjustments:

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

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

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

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

5. QUALIFICATION OF BID DOCUMENTS

5.1 The invitation form (SBD 1) must be **completed in full and signed originally** (in black pen ink) by the person in the company who is authorised to do so. Failure to sign the offer will invalidate the offer.

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

6. DECLARATIONS – SBD 4, SBD 6.1:

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

6.1 SBD 4 – Declaration of Interest

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

7. CORRECTIONS TO DOCUMENTS:

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

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

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

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

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

8. TAX COMPLIANCE STATUS OF THE BIDDER

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

9. COMPULSORY EXPLANATORY MEETING AND / OR SITE VISIT

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

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

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

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

10. PAYMENT TO SUPPLIERS

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

11. LEGISLATION / LAWS

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

12. VALIDITY PERIOD OF BID

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

13. QUANTITIES

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

14. SAMPLES

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

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

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

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

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

14.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified

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

15. BID PRICES

15.1 Prices of bids must be provided for the specific units as required per SBD 3.1/3.2 forms. The packaging may vary and will be considered unless specific packaging is required.

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

15.3 Bid prices must be indicated on the relevant SBD 3.1/3.2 form/s unless otherwise requested by the Department.

16. PRICE LISTS

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

17. SPECIFICATION – COMPANY'S RESPONSE

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

18. ADJUDICATION OF BID

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

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

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

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

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

18.3.3 Disqualify the bidder or person from the bidding process;

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

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

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

18.3.7 Forward the matter for criminal prosecution.

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

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

20. COMPLIANCE TO CONTRACT

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

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

21. CONTRACT SIGNING

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

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

22. FINANCIAL SCHEDULES

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

23. DECLARATION OF INTEREST

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

24. DESCRIPTIVE LITERATURE / BROCHURES / PAMPHLETS

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

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

25. PERFORMANCE SECURITY / SURETY

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

26. ACCREDITED REPRESENTATIVE

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

27. EQUIPMENT EXCEEDING SPECIFICATIONS

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

28. DELIVERY AND DOCUMENTS

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

29. INSURANCE

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

30. INCIDENTAL SERVICES

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

31. SPARE PARTS

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

32. WARRANTY

32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.

32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

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

33. PENALTIES

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

34. SETTLEMENT OF DISPUTES

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

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

35. TERMINATION OF CONTRACTS: UNFULFILLED ORDERS

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

36. CESSION OF CONTRACTS

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

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

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

38. THE COMPANY MUST COMPLETE THE FOLLOWING:

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

.....	.....
SIGNATURE	**CAPACITY**

Contact person of company: .....

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.