



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

BID NUMBER:	ZNB 5247/2024-H
BID DESCRIPTION:	PREVENTATIVE MAINTENANCE CONTRAC MEDICAL GAS : DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL
PERIOD	THREE-YEARS PERIOD CONTRACT
GRADE	4ME & ABOVE
Closing Date:	29 NOVEMBER 2024
Closing Time:	11:00 AM
Physical Address for Collection or Delivery of Bid Documents	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201
BRIEFING SESSION MEETING	Date: 8 NOVEMBER 2024 Time: 11H00 Venue: Dr Pixley Ka Isaka Seme Memorial Hospital - Maintenance Department

Name of Bidder:	
CSD Registration Number:	
Income Tax Reference Number:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

SECTIONS	DESCRIPTION	PAGE NO.
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE (CSD)	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	6
SECTION D	OFFICIAL BRIEFING SESSION FORM	7
SECTION E	BIDDER'S DISCLOSURE (SBD 4)	8
SECTION F	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)	9
SECTION G	GENERAL CONDITIONS OF CONTRACT (GCC)	11
SECTION H	SPECIAL CONDITIONS OF CONTRACT (SCC)	20
SECTION I	RECORD OF AMENDMENTS	21
SECTION J	SCOPE OF WORK	35
SECTION K	PREFERENCE POINTS	40
SECTION L	PRICING SCHEDULE	
SECTION M	COMPULSORY RETURNABLE DOCUMENT	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5247/2024-H	CLOSING DATE:	29 November 2024	CLOSING TIME:	11:00
DESCRIPTION	PREVENTATIVE MAINTENANCE CONTRACT MEDICAL GAS : DR PIXLEY KA ISAKA SEME MEMORIAL HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Junitha Sookraj		CONTACT PERSON	MR S CELE	
TELEPHONE NUMBER	(033) 815 8369		TELEPHONE NUMBER	084 566 823	
FACSIMILE NUMBER			FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	junitha.sookraj@kznhealth.gov.za		E-MAIL ADDRESS	Siphamandla.Cele@kznhealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

i. BID SUBMISSION:

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- c. 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.
- d. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

ii. TAX COMPLIANCE REQUIREMENTS

- (a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- (b) 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.
- (c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- (d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (e) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (f) WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- (g) 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:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS
AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE
DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS
BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED
ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

SECTION E 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

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**

i. 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

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

i. If so, furnish particulars:

.....

c. 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

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:

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.

1. I have read and I understand the contents of this disclosure;
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. 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.
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.
5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

This document must be signed and submitted together with your bid

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.

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	
LEGISLATION ON DISCLOSURE OF INTEREST	
<p>The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”</p> <p>Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”</p> <p>Treasury Regulations 16A8.4 further indicates that “If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract.”</p>	
CLARITY ON HOW TO DISCLOSE	
<p>Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.</p> <p>For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,</p>	

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

SECTION F:

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NOT APPLICABLE)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- i) Any single contract with imported content exceeding US\$10 million.
or
- ii) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- iii) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

- a. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.2. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.3. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1.(d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - (i) Bid / contract number.
 - (ii) Description of the goods, works or services.
 - (iii) Date on which the contract was accepted.
 - (iv) Name, address and contact details of the government institution.
 - (v) Value of the contract.
 - (vi) Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - (i) the contractor and the DTI will determine the NIP obligation;
 - (ii) the contractor and the DTI will sign the NIP obligation agreement;
 - (iii) the contractor will submit a performance guarantee to the DTI;
 - (iv) the contractor will submit a business concept for consideration and approval by the DTI;
 - (v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- (vi) the contractor will implement the business plans; and the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: **ZNB 5247/2024-H** Closing date:

Name of bidder.....

Postal address

.....

Signature..... Name (in print)

Date.....

SECTION G:

GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3 (a) (i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

<p><i>I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.</i></p>			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

SECTION H:

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

"Accounting Officer"	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
"Contract Duration"	means the period between the commencement and termination of the contract.
"Confidential Information"	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
"Department"	means the KwaZulu-Natal Department of Health.
"Head of Department"	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
"Health Facilities"	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
"ISO Standards"	means standards recognized by International Standard Organisation
"Parties"	means the KwaZulu-Natal Department of Health and Contractor or Service provider
"Province"	means the Province of KwaZulu-Natal.
"ROE"	means the Rate of Exchange.
"SABS"	means the South African Bureau of Standards
"SANS"	means the South African National Standards.
"Vendor"	means Contracted Supplier or Service Provider

2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.

- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

3. ACCEPTANCE OF A BID

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

4. COMPLIANCE WITH SPECIFICATION

- 4.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- 4.2 The quality of services or supply must not be less than what is specified.

5. PERFORMANCE STANDARDS

- 5.1. In amplification of paragraph 4 of the GCC, the preferred bidder shall provide service in accordance with performance standards set by the Department below:

6. EQUAL BIDS

- 6.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 6.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 6.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

7. LATE BIDS

- 7.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 7.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

8. MORE THAN ONE OFFER/ COUNTER OFFERS

- 8.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

- 8.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 8.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

9. ONLY ONE OFFER RECEIVED

- 9.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

10. AWARD OF BID (S)

- 10.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Note for panels this will be applicable during price quotation phase.
- 10.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 10.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

11. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 11.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 11.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

12. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

- 12.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

12.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

12.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered through other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract may be immediately terminated.

13. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

13.1 The validity (binding) period for the bid will be **84 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period. If the request to extend is sent to bidders and no response received the departmental will assume that the bidder is in agreement with an extension.

14. CHANGE OF ADDRESS

14.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

15 INVOICES AND PAYMENTS

15.1 All invoices must be submitted in the original format.

15.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

15.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

15.4 A Contractor shall be paid by the institution concerned, in accordance with services rendered. The service must be accepted and signed off by the relevant delegated official.

15.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

15.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol

will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
- (ii) If there is no response from Logistics and Accounts Payable, the Chief Director: Finance may be contacted.
- (iii) Failing all of the above, the Contractor may contact the Office of Chief Financial Officer supplying the following details:
 - a) Name/s of person/s contacted at the Institution and dates; and
 - b) Details of outstanding account.
 - c) The Chief Financial Officer will then take the appropriate action.

16. VALUE ADDED TAX (VAT)

- 16.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 16.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 16.3 **VAT will not be included** after an award of the bid or during contract management period.

17. ENTERING OF DEPARTMENTAL STORES

- 17.1 No representative from a company shall be permitted to enter the department premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

18. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 18.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 18.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

19. IRREGULARITIES

- 19.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities

which might come to their notice in connection with this or other contracts.

20 UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the department will, take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

21 RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
 - i. The grounds for restriction;
 - ii. The period of restriction which must not exceed 10 years;
 - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
 - i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
 - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
 - i. The name and address of the entity/ person to be restricted;
 - ii. The identity number of individuals and the registration number of the entity; and
 - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

22 CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as

security for any loss which the Department may suffer or may have suffered.

- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 23.1 If contracted service become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder (s) by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

24. PATENTS

- 24.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

25 WAIVER

- 25.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- 25.2 No favor, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

26 BREACH

- 26.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within seven (7) days of the date of receipt of the notice.
- 26.2 If the defaulting party fails to remedy the breach within the seven (7) days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 26.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 26.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 26.5 The Contractor shall immediately advice the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 26.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 26.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting seven (7) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

26.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

26.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

26.7.3 Claim damages suffered, as limited under this Contract.

27. PREFERENCES

27.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretenses, the Department may, at its own right:

- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favorable arrangements after such cancellation.
- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

28. SEVERABILITY

28.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

29. EXTENSION OF CONTRACT

29.1 This contract may be extended for a period not exceeding Six (6) months by Accounting Officer or Delegated Official.

29.2 Further extension of the contract, authority may be granted by Head of Department: Health.

30. CESSION OF CONTRACT

30.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

30.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

31. CONTRACT AMENDMENTS / VARIATIONS

31.1 In amplification of paragraph 18 of the GCC, any amendments/variatioins, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

31.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on

the grounds of any alterations or extra work will be entertained.

- 31.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

32. INTELLECTUAL PROPERTY

- 32.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

33. INSOLVENCY

- 33.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 33.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

34. DISPUTE RESOLUTION

- 34.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

35. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows:

The Department Physical and Postal Address:

Department Name	The KwaZulu- Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor	
--------------------	--

Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 35.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 35.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served
- 35.3 Any notice to a party
- 35.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved)
- 35.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery; o
- 35.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved)
- 36. PERIOD OF CONTRACT**
- 36.1 The period of this contract is envisaged to be a 3 Years Contract – (36 months)

ANNEXURE A

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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

1. DEFINITIONS

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 anything 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 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 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

-29-

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 analysed 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:

-30-

- 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 contract 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 antidumping 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 wilful 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.

SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: DATE:
 (of person authorized to sign on behalf of the Bidder)

SECTION J: SCOPE OF WORK

1.1. GENERAL

This Specification shall be read in conjunction with all other sections of the Specification and where there is conflict between requirements this specification shall supersede the conflicting other specification.

Contractor is advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Department.

The Department of Health reserves the right to make changes to contractual scope and order amount where equipment quoted for at the time of Tender are post contract award realised to be non-functional or out of service.

The Department of Health reserves the right to make adjustments to contractual scope by requesting the contractor to submit quotation to add new Medical Gas plant equipment that would have been designed, installed and commissioned after contract award or during contract period.

The Department of Health reserves the right to not make award of Tender and re-advertise when necessary as seen fit.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period when, after proper notice, the Contractor fails to attend to such emergency repairs. Where failure would have been caused by the contractor's previous work, all costs incurred by the administration under these circumstances will be for the account of the contractor.

1.2 **MAINTENANCE AND SERVICING**

The contract is for servicing and maintenance only, repairs, replacements and upgrades are not part of this contract. Servicing shall be done as per the service and maintenance schedule (in line with OEMs) developed by the contractor and approved by the HOD: Health or his/her designees which will serve as the contracted program.

Where the contractor is called out on breakdowns which result in repairs becoming necessary, the contractor must provide minimum three (3) quotations (where replacement part has more than one supplier in the market) and include supplier quotations as proof. Should the HOD: Health or his/her designee be satisfied that the selected quotation is within market value, he or she may issue a formal correspondence to proceed with the works and where quotation does not prove value for money, the repair works may be advertised on open bid without affecting the contractual agreement of this contract.

All callout and breakdown works will be paid on proven cost basis, should contractor fail to produce necessary evidence sufficient to prove costs, there will be no payment effected until such time that the contractor is able to meet the proven cost payment requirements.

1.2.1 **Scope**

Involves the preventative maintenance of the Medical Gas plant and associated equipment for a period of three years.

The Contractor shall provide all the necessary tools and equipment to perform the contract works as specified.

Where corrective maintenance works is required, allowance is made for the contractor to be given the opportunity to produce three quotations. Where the selected quotation is market related the contractor may be given formal correspondence as to proceed with the works.

The department is however not obligated to appoint the contractor for any corrective maintenance works however this allowance is made by the department for its convenience as the contractor will be responsible for three year Medical Gas plant systems preventative maintenance contract and will award such work to the contractor as see fit.

1.2.2 **Contract**

The maintenance contract which applies for work executed as part of this specification will be valid for a period of **36 months** (*three years*) from date of contract signage or Site handover (*will be advised accordingly*).

This maintenance contract is based on the following service frequency schedule:

EQUIPMENT TYPE	SERVICE FREQUENCY
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Vacuum Pumps	Monthly, Quarterly, Annually
Compressors	Monthly, Quarterly, Annually <i>NB: running hours dependant</i>
Oxygen 2x20	Monthly, Quarterly, Annually
Nitrous Oxide 2x4	Monthly, Quarterly, Annually
Medical Air 2x20	Monthly, Quarterly, Annually
Medical air filters	Monthly, Quarterly, Annually
Vacuum air filters	Monthly, Quarterly, Annually
Filters	Monthly, Quarterly, Annually

1.2.3 Site

The Contractor will be required to conform to *Act 53 of 1985: Control of Access to Public Premises and Vehicles*, and any other regulations and restrictions affecting access to and use of the site as laid down by the HOD: Health. Contractors should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site as designated by the HOD: Health.

1.2.4 Accommodation

The Contractor shall be responsible for providing accommodation for his staff as no site accommodation will be provided.

1.2.5 Programme

The Contractor shall within 20 working business days of receiving the appointment, submit to the HOD: Health or his/her designee a maintenance schedule which indicates when each system or piece of existing equipment will be serviced and type of service to be executed per equipment.

This maintenance schedule as a minimum shall be prepared in accordance with the frequency schedule in sub-section 1.2.2 where equipment OEM manuals are not available. Once this schedule is approved by the HOD: Health or his/her designees, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance works until all schedules have been approved.

The maintenance schedule will form the basis of contract performance requirement and binding project implementation programme.

The Maintenance Schedule shall include a Health & Safety File for the approval of the HOD: Health or his/her appointed designee.

1.2.6 Maintenance and repair instruction

The Contractor will be accountable to the HOD: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the HOD: Health or his/her designee and shall not discuss maintenance and plant operation procedures or pass comment to occupants of the institution or any other person or persons.

It should be noted that this contract is not for repair work however for the convenience of the facility concerned, the contractor responsible for the preventative maintenance will be given opportunity to investigate any Medical Gas plant

failures and produce a report with quotations for further appraisal as per clause 1.2 where repairs may be required. Approval shall be given by HOD: Health or his/her designee as per clause 1.2 above

The HOD: Health or his/her designee may decide to outsource repairs without voiding any contractual terms, nor relieving the Contractor of his responsibility during the contract period where sees fit to do so.

1.2.7 Normal time and overtime

All services are to be performed during working hours being 7:30 to 4:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours.

Should any after hours maintenance work be necessary due to requirement by the HOD: Health or his/her designee (*i.e areas where work is only allowed after hours*) then the time spent to do this work will be paid overtime. The rates for normal and overtime repair works must have been tendered for and included in the Bid returnable document.

1.2.8 Break Downs and Call-Outs

The Contractor shall have staff available on standby on a twenty-four (24) hour basis for the purpose to respond to break down call outs, or complaints regarding malfunctioning of the Medical Gas plant. Breakdown call outs and/or complaints will be reported to the contractor telephonically and shall be confirmed by email by the HOD: Health or his/her designee. Upon arrival of such notice, the Contractor shall immediately acknowledge receipt by telephone sms followed by email where possible. It will be the responsibility of the Contractor to respond to call outs within one (1) hour from the time of call received.

A full technical report in writing shall be emailed to the HOD: Health or his/her designee upon completion of the site investigation and resolution thereof. Where repair works is necessary contractor shall refer to clause 1.2 above for guidance. On cases where repairs are required, quotations should include material costs involved and labour must be based on the Contractors Bid rates and mark-up as per Appendix A&B sections. The quotation shall include the following minimum requirements:

- Itemized material costs including mark up
- Any additional cost to be specified

Should it be necessary the HOD: Health or his/her designee will be entitled to adjust the quotations in consultation with the contractor. Should the HOD: Health or his/her designee find that the Contractor or his employees are responsible for a breakdown of the plant component concerned through:

- Willful actions
- Neglect of scheduled maintenance regarding the prescribed program
- Incompetence

All costs involved rectifying such breakdown and/or failure will be for the account of the Contractor.

1.2.9 After-Service Maintenance Repairs

All after service plant repair works proposed will be reviewed by the HOD: Health or his/her designee followed by approval to proceed where seen fit.

These repairs will also be affected by the minimum three quotations requirement as per clause 1.2 and subject to approval by the HOD: Health or his designee and are not obligatory to be awarded to the service contractor.

1.2.10 Permanent on-site maintenance personnel

This contract does not call for a permanent on site resident technician however the contractor is obligated to utilize the key resources as included and approved on the tender bid document (SAQCC GAS Registered Card holder and trad tested artisan).

The contractor is required to report to the facility designated person on every site visit before making way to the maintenance or plant service site and produce the details of the key resources to undertake the service works as per

resources approved during tender bid stage. No foreign resource either than that approved during tender bid stage may undertake works under this contract.

1.2.11 Damage to the works

The Contractor shall exercise due care to avoid causing damage to the buildings, equipment and works during the existence of this Contract.

He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the HOD: Health or his/her appointed designee.

1.2.12 Contractors' liability in respect of defects

Any defects or faults which appear within three (3) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the contractor within such period as may be determined by the HOD: Health or his/her designee in writing to the contractor.

Should the contractor fail to rectify the defects or faults referred to within 1 calendar month, the HOD: Health or his/her designee shall, without prejudice to any other rights that he/she may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the contractor any damages which the user and/or HOD: Health or his/her designee may have suffered as a result of the contractor's failure to carry out the terms of the contract.

1.2.13 Replacement/New installations

Contractor is to make special note of the following:

New installations (*where applicable*) shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out by competent persons (*Possess SAQCC Medical Gases Registration*) authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure timeous implementation of works.

All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.

The complete installation shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than four times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period. Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

All replacement parts must be of similar OEM brand as those due to be replaced unless contractor can prove that original part was inferior in design.

1.2.14 Spare parts and material

On appointment, the contractor will be required to check the spares being kept in stock (*if any*) and advise the HOD: Health or his/her designee what additional spares are required to ensure that repairs be expeditiously procured.

For this purpose the contractor will be required to prepare an inventory list for approval by the HOD: Health or his/her designee. The HOD: Health or his/her designee will arrange for the procurement of the spares required.

Should spare parts be required which are not in stock the Contractor may be requested to obtain three quotations for such material/spare parts to submit to the HOD: Health or his/her designee for adjudication and approval. The Contractor will be paid a markup as per the contract for the purchase if such materials/parts.

The HOD: Health or his/her designee need to be informed in writing two months in advance regarding the material/parts required to replenish the store.

1.3 TESTING AND COMMISSIONING

All serviced and/or repaired/replaced equipment **must be tested and proven in the presence of the Maintenance Department and Infrastructure Development** before being signed off.

1.4 PAYMENT, OMISSIONS AND PENALTIES

The contractor shall be entitled to receive payment for scheduled maintenance after the completion of scheduled maintenance. Payments shall be based on VAT invoices. The rate for maintenance and servicing to be performed shall be inclusive of the following: Labour, accommodation, travelling and all consumables (*Cleaning fluids, grease, oils, cloths, cleaning solvent, touch up paint, soldering flux, refrigerant dryers/filters etc.*), which are required for scheduled preventative maintenance .

The scope of maintenance is defined in the document and shall include all actions and costs related to issues such as cleaning of floors, fixing of leaks, greasing of bearing, topping up oils, cleaning of all components and systems, adjustment and settings required, tightening of all connections and rust prevention treatment.

The Contractor shall be entitled to receive payment on additions to this contract, after the work has been 100 % completed, inspected and approved by the HOD: Health or his/her designee. Such work must have been proposed for review, consideration and approval by the HOD: Health or his/her designee and this work shall not commence until such approval has been obtained in writing.

If any aspect of the scheduled maintenance and/or servicing is not attended to during that month, written notice shall be given to the HOD: Health or his/her designee of such cases, with full explanation of why the works were not executed according to schedule. No payment shall be made in respect of that months invoice.

The contractor shall be in default until written notice has been received by the HOD: Health or his/her designee that the issues were attended to and that the work has been inspected and verified by both parties.

The HOD: Health or his/her designee shall respond within 3 (three) working days to inspect the site with the contractor from the date of receiving written notice from the Contractor. The contractor shall only then be entitled to reclaim that month's payment.

Any payment invoice shall be regarded as open and shall be subject to revision and adjustment by the HOD: Health or his/her designee should the Contractor be found to be in default for any work done. The money related shall be deducted from the next invoice should it be found that the previous month's services were not performed and the related previous invoice was paid.

No invoice amount paid to the contractor shall act as proof that the work has been executed and accepted by the HOD: Health or his/her designee that will indemnify the contractor of his responsibility and duties regarding the requirements as stated in this documents.

No spares part are included: All spare parts, components and breakdown call outs will be charged in addition to the contract according to the rates and mark up as bidden for in this contract. Should the representative of the Head: Department of Health or his/her designee in their sole decision find that the spare parts or component failed due to any action caused by the Contractor or any neglect scheduled maintenance action, the Contractor will be responsible for all costs to replace spares and/or components including material labour and travelling costs.

1.5 WORK INCLUDED IN THIS CONTRACT BUT TO BE CARRIED OUT BY OTHERS

It is a condition of this Contract that the contractor enter into a separate agreement with and use the services of the original equipment manufacturers (OEM's) for specialized equipment, where applicable (*advised by DOH*).

The cost of works should be part of the contractors overall Bid price as obtained from the OEM as quotation to enter into the said separate agreement. The maintenance and service work by OEM and the cost thereof will be subject to the same terms and conditions as all other work included in this Contract.

1.6 **EXCLUSIONS FROM CONTRACT**

- The cost of repairs necessitated by reason of misuse (*other than the misuse by the contractor or his employee*) and the replacement of parts with parts of a different or updated design.
- The following items of the installation are not included or covered by this agreement, Damage to enclosures, surround and sills (*including all finishes and corrosion, wall panels, suspended ceiling, light diffusers, handrails, mirror, carport or floor covering*) telephone, intercommunications system, closed circuit television system and power generating plants; however the conditions of the above items shall be reported. Fire and water damage beyond the control of the Contractor.
- The contractor shall not require to install at his cost any additional equipment to the installation which is recommended or required by Insurance companies, Government, and Provincial, Municipal or any other authority.

1.7 **PERFORMANCE SPECIFICATION**

- The contract is for the preventative maintenance of Medical Gas Systems in Dr Pixley Ka Isaka Seme Memorial Hospital and the contractor shall execute all maintenance works in accordance with the agreed scope and schedule.
- The Contractor shall not skip or miss more than two scheduled services per year.
- The Contractor shall for the duration of this contract ensure to hold maintenance coordination meetings with client.
- The contractor shall for the duration of this contract produce every after scheduled maintenance or repair service, an after service report with condition status of plant items under his watch and upkeep and shall establish a file for records.
- It is a condition of this contract that for the duration of the contract the Contractor has a competent staff member available on call on a 24 Hour basis to respond to Breakdown Callouts. The protocol of the Breakdown and Callouts is enclosed in the contract Maintenance Specifications section. The contractor shall respond to callout within one (1) hour of receiving the call.
- For the duration of the contract, the Contractor shall ensure not to nullify any existing warranties of the existing equipment. Further to this, for any repair works undertaken the contractor shall ensure to replace parts with OEM parts.
- For the duration of this contract, the maximum allowable downtime for the plant items on the contracted maintenance schedule for the facility shall be as follows:
 - Monthly Service : 3-5 Hours
 - Annual Maintenance : 1 Day
 - Breakdown Repairs : 2 Days

1.8 **DEFAULTS BY CONTRACTOR**

The contractor shall be in default if he refuses or neglects to comply strictly with any of the conditions of this contract or any instruction and orders given in writing in terms of this contract.

Should the contractor be in default, the HOD: Health or his/her designee shall, from time to time, be entitled to adopt all or any one or more of the following courses, either wholly or partly or by way of substitution or successor.

- To allow the contractor to proceed with the works and to recover a penalty of one hundred (100) cents per hundred rand (*R100*) of the total contract value of the agreement per day for each day that the work may be in arrears. Such penalty may be recovered or may be deducted as from the date of execution stated in contract, or any extension thereof, from any payment due or to become due in terms of this contract.
- To instruct the contractor in writing to discontinue the work on specified date and to vacate the site. The contractor shall not be entitled to refuse to withdraw from the work on the grounds of any right whatsoever. The HOD: Health or his/her designee may there upon adopt the following courses:
 - 1) Cancel the contract and enter into a further contract, by instructing any other contractor for the execution of the works or any portion thereof for the rest of the contract period, at such times and upon such terms as the HOD: Health deems fit.
 - 2) Provide such number of persons and purchase such material as the HOD: Health and user deem fit to execute the works or any portion thereof.

If the cost of execution of the works for the rest of the contract period exceeds the amount still due in terms of the contract, if any, the HOD: Health may, without any prejudice, recover such excess from the contractor. The HOD: Health shall be entitled to deduct such excess from any amounts still due in terms of this contract or any other contract existing between the contractor and the HOD: Health. The contractor hereby agrees and binds himself, his successor in title not in any way to dispute the right to deduct such amounts.

If the contract or portion is cancelled the HOD: Health may make an assessment of the cost of executing the works for the rest of the contract period and deduct such assessed amount from any of the aforesaid amounts that may be due to contractor. If it later transpires that the actual cost of executing the works for the rest of the contract period is less than the assessed amount, such excess shall be refunded to the contractor.

1.9 **TERMINATION QUALIFICATION**

Notwithstanding anything to the contrary contained in the General conditions of Contract, the following clauses relating to the Termination of this agreement shall apply:

- Should the contractor fail to execute the maintenance tasks in accordance with acceptable maintenance practices and industry norms (*due to incompetence and unacceptable practice by trade tested and certified persons*) he/she shall be in breach of contract and this shall warrant termination of contract.
- Should the Contractor skip or miss more than two scheduled services per year this shall amount to breach of contract and warrant termination of contract.
- Should the contractor utilize alternative persons/resources to those offered and approved at contract signage stage (*ID approved and qualification approved, eg. SAQCC GAS certification holder etc*) he/she shall be in breach of contract and this shall warrant termination of contract.
- Should the contractor utilize any other contractor or undertake works himself either than the OEM, in respect of maintenance of specialized equipment, he/she shall be in breach of contract or this shall warrant termination of contract.
- Should the contractor fail to honor emergency call outs in accordance with the contracted timeframe for occurrences more than twice per year, he/she shall be in breach of contract and this shall warrant termination of contract.
- Should the contractor be found to be deviating from agreed contractual rates or inflating prices beyond market related rates (*where no rates were agreed up front incidentally*) he/she shall be in breach of contract and this shall warrant termination of contract.

EQUIPMENT LIST

BLOCK	FLOOR LEVEL	EQUIPMENT DESCRIPTION	MAKE	SERIAL NUMBER
A	Lower ground	Compressor 1	Up5-22-10 Ingersoll Rand Screw Compressor	CD10025499002
A	Lower ground	Compressor 2	Up5-22-10 Ingersoll Rand Screw Compressor	CD10026562003
A	Lower ground	Compressor 3	Up5-22-10 Ingersoll Rand Screw Compressor	CD10026662002
A	Lower Ground	Desicant Dryer 1	D299IM Ingersoll Rand	17DME04563
A	Lower Ground	Desicant Dryer 2	D299IM Ingersoll Rand	17DME04561
A	Lower Ground	Desicant Dryer 3	D299IM Ingersoll Rand	17DME04562
A	Lower Ground	ID Inline Filter (2 off)	FA230 - ingersoll Rand	
A	Lower Ground	IG Inline Filter (2 off)	FA230 - ingersoll Rand	
A	Lower Ground	IH Inline Filter (2 off)	FA230 - ingersoll Rand	
A	Lower Ground	IA Inline Filter (2 off)	FA230 - ingersoll Rand	
A	Lower Ground	Water Seperator	WS300 - Ingersoll Rand	
A	Lower Ground	Air Receiver 1 (Hot dip Galvansie)	2.5m3 1070x2400x1000kPa	30285
A	Lower Ground	Air Receiver 2 (Hot dip Galvansie)	2.5m3 1070x2400x1000kPa	30286
A	Lower Ground	Dew Point Meter		42187843
A	Lower Ground	Smart Air X4i Controller		310
A	Lower Ground	MCC Control Panel Compressor		
A	Lower Ground	Vacuum pump 1 -Rotary Vane 410 m3/hr	RA0400	CI713000244
A	Lower Ground	Vacuum pump 2 -Rotary Vane 410 m3/hr	RA0400	CI713000242
A	Lower Ground	Vacuum pump 3 -Rotary Vane 410 m3/hr	RA0400	CI7130000243
A	Lower Ground	bacterial Filter 1 1/2 inch 1	0353MVX	
A	Lower Ground	bacterial Filter 1 1/2 inch 2	0353MVX	
A	Lower Ground	Vacuum Receiver 1	4m3 1200x3000xVacuum	30287
A	Lower Ground	Vacuum Receiver 2	4m3 1200x3000xVacuum	30288
		MCC Control Panel Vacuum		
H	Second Floor	Side channel Blowers (Scavenging Fan)1	Sirocco HB429 (1.75kW 380V)	IE
H	Second Floor	Side channel Blowers (Scavenging Fan) 2	Sirocco HB429 (1.75kW 380V)	IE
		MCC Control Panel Scavenging		
A	Lower Ground	Change over panel Oxygen	Regent	170441
A	Lower Ground	Manifold Oxygen 2x20	Regent	170440
A	Lower Ground	Cylinder Storing Brackets (20 off Full and 20 off Empty)	Cabmed	
A	Lower Ground	Change Over Panel Low Pressure Air	Regent	170440
A	Lower Ground	Mainfold Low Pressure Air 2x20	Regent	170441
A	Lower Ground	Cylinder Storing Brackets (20 off Full and 20 off Empty)	Cabmed	
A	Lower Ground	Change Over Panel N2O	Regent	170439
A	Lower Ground	Manifold N2O 2x4	Regent	170439
A	Lower Ground	Cylinder Storing Brackets (4 off Full and 4 off Empty)	Cabmed	

SERVICE CHECKLIST

1.1 MAINTENANCE SCHEDULE FOR: COMPRESSOR PLANT98/9

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	COMPRESSOR			
1.1	Check gauges for visual defects in system	X		
1.2	Check lead/lag function for compressor selection	X		
1.3	Check lead/lag panel for visual defects on indicator lights	X		
1.4	Check all filtration gauges	X		
1.5	Drain all filtration	X		
1.6	Check auto drain on receiver	X		
1.7	Check pressure settings on pressure stations	X		
1.8	Check all belt tensions	X		
1.9	Check and top up all oil levels	X		
1.10	Check all waste points for blockage	X		
1.11	Test alarm systems	X		
1.12	Simulate single compressor failure	X		
1.13	Check oil level	X		
1.14	Check Oil/water separator	X		
1.15	Test ALL auto drains	X		
1.16	Replace auto drains (every 8000 hours or annually based on condition)			X
1.17	Record running hours	X		
1.18	Record temperature	X		
1.19	Record dryer dew point	X		
1.20	Check any warnings on display	X		
1.21	Remove pre filter and blow or wash clean	X		
1.22	Remove VSD drive filter and BLOW clean	X		
1.23	Blow clean radiator	X		
2	INLINE FILTERS			
2.1	Replace inline filter (IG, IH & IA) elements			X
3	COMPRESSED AIR RECEIVER			
3.1	A hydraulic test and crack detection of the critical weld must be done every 36 months.			36 months
3.2	Check the auto drain on the receiver.	X		
3.3	Check pressure gauges		X	
4	ELECTRICAL AND CONTROL			
4.1	Clean out the electrical and control panels		X	X
4.2	Check all wire and terminal connections for loose or hot connections and tighten	X	X	X
4.3	Check and make sure that all wiring and components are safe and neat	X	X	X
4.4	Replace indicating light globes where necessary		X	X

4.5	Check circuit breakers and fuses, investigate reasons for any blown fuses and faulty circuit breakers, and rectify faults.	X	X	X
4.6	Check contactors, starters and relays for operation and that moving bridges slide freely and that all contact points are clean. Investigate and rectify cause of excessive burning of contacts.	X	X	X
4.7	Check settings and functioning of timers and time delay switches and adjust if necessary.	X	X	X
4.8	Check all terminal overload settings and adjust correctly if necessary.	X	X	X
4.9	Ensure that the wiring tie up with the drawings.	X	X	X
4.10	Make sure that the cover for the panels are in place.	X	X	X
4.11	Check safeties	X	X	X

1.2 MAINTENANCE SCHEDULE FOR:- VACUUM PUMP_RA_RC0400-0630C

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	VACUUM PUMP			
1.1	Check the oil level	X		
1.2	Change oil if has turbidity, sediment or oil is black	X		
1.3	Check the machine for oil leaks	X		
1.4	Check the inlet filter cartridge, replace if necessary	X		
1.5	Change the oil*, the oil filter* (OF) and the exhaust filters (EF). NB: Max. after 2000 hours, at the latest after 6 months, else annually if condition still good after 2000hours			X
1.6	Clean the machine from dust and dirt	X		
1.7	Clean the gas ballast valve if installed		X	
1.8	Check and/or clean the air-oil heat ex-Change if equipped with air-oil heat exchanger		X	
1.9	Check and/or clean the water cooling sys-Tem if equipped with water oil exchanger		X	
1.10	Record running hours	X		
1.11	Record temperature	X		
1.12	Check inline filters and replace filter on fail condition	X		
1.13	Check Vacuum Bottle traps in Vacuum Plant	X		
2	MEDICAL BACTERIAL FILTER			
2.1	All Bacterial filter elements should be replaced once a year			X
3	VACUUM AIR RECEIVER			
3.1	A hydraulic test and crack detection of the critical weld must be done every 36 months.			36 Month
3.2	Check the auto drain on the receiver.	X		
3.3	Check pressure gauges	X		
4	ELECTRICAL AND CONTROL			
4.1	Clean out the electrical and control panels.		X	X
4.2	Check all wire and terminal connections for loose or hot connections and tighten.		X	X
4.3	Check and make sure that all wiring and components are safe and neat.	X	X	X
4.4	Replace indicating light globes where necessary.		X	X
4.5	Check circuit breakers and fuses and investigate reasons for any blown fuses and faulty circuit breakers and rectify faults.	X	X	X
4.6	Check contactors, starters and relays for operation and that moving bridges slide freely and that all contact points are clean. Investigate and rectify cause of excessive burning of contacts.	X	X	X
4.7	Check settings and functioning of timers and time delay switches and adjust if necessary.	X	X	X
4.8	Check all terminal overload settings and adjust correctly if necessary.	X	X	X
4.9	Ensure that the wiring tie up with the drawings.	X	X	X
4.10	Make sure that the cover for the panels are in place.	X	X	X
4.11	Check safeties	X	X	X

1.3 MAINTENANCE SCHEDULE FOR:- GAS MANIFOLDS & PIPEWORKS

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
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1	MANIFOLD	X		
1.1	Check pressure settings on pressure stations	X		
1.2	Check all filtration gauges.	X		
1.3	Check gauges for visual defects in the system.	X		
1.4	Check manifold auto-change over function	X		
1.5	Test manifold auto-change over function actuation of warning alarm	X	X	X
1.6	Check non-return valve condition for cylinder replacement	X		
2	PIPELINES			
2.1	Check pipeline conditions		X	
2.2	Check valve conditions and operation		X	
2.3	Check valves and fittings for leaks		X	
2.4	Re-test pipelines for pressure drop and leaks		X	
2.5	Re-test fittings of probes into each outlet		X	X
2.6	Do an annual service of all O-ring seals in the gas point to ensure there are no gas leakages			X

THE DEPARTMENT IS ENCOURAGING ESTABLISHED ENTITIES TO CONSIDER THE FOLLOWING CRITERIA FOR LOCAL ECONOMIC TRANSFORMATION:

NO.	LEGAL PRESCRIPT	RELEVANT FINDINGS
1.	The Constitution of the Republic of South Africa, 1996. S217(1)	The Constitution prescribes that when all organs of state contract for goods and services , they must do so in accordance with a system that is fair, equitable, transparent, competitive and cost-effective .
2.	The Constitution of the Republic of South Africa, 1996. S217(2)	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: <ul style="list-style-type: none"> ✓ Categories of preference in the allocation of contracts; and ✓ The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
3.	Preferential Procurement Regulations, 2022 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") 2000.	<p>The PPPFA 2022 provides that:</p> <p>1. If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond:</p> <p>a cooperative with a specific goal: the company to be at least 51% owned by black people;</p> <p>An organ of state must, in the tender documents, stipulate—</p> <p>(a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7;</p> <p>(b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.</p> <p>(2) 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—</p> <p>(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</p> <p>(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.</p>

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

Where

Ps= Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies who are at least 51% Owned by Black People				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public Company
<input type="checkbox"/>	Personal Liability Company
<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	Non-Profit Company
<input type="checkbox"/>	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:
.....

SECTION N: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Mandatory Requirements
- Phase 3: Technical Evaluation
- Phase 4: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Bidders Disclosure (SBD 4)	Yes	Yes			
5	Section E: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
6	Section F: Preference Points Claimed	Yes	Yes			
7	Section G: Record of Amendments to Bid Documents	Yes	Yes			
8	Section H: General Conditions of Contract	Yes	Yes			
9	Section I: Special Terms and Conditions	Yes	Yes			
10	Section J: Compulsory Briefing Session	Yes	Yes			
11	Section K: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A certified copy of the Consortium / Joint Venture / Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	Certified copy of registration with CPIC must be Submitted in order to qualify for Preference Points For Companies who are at least 51% Owned by Black People.	Yes	Yes			
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Certified copy of proof that the bidder is in good standing with the Compensation Commission Commissioner	Yes	Yes			
7	Management Qualification & CV – documentation to illustrate skills & qualification and experience of staff	Yes	Yes			

Phase 2: Mandatory Requirements

Bidders are to comply with this requirement in order to be able to qualify to move to phase 3: Technical Evaluation. This mandatory requirement is extracted directly from the Head of Department governance statement regarding the handling of medical gases in the province. Failure to satisfy the below requirement equals to disqualification from the bid process.

A. MANDATORY REQUIREMENTS		
No.	Evaluation Criteria	Deliverables
1	Bidder to demonstrate compliance with SAQCC requirement for gas installations handling practitioner.	Submit SAQCCGAS Registration certificate for Medical Gas site supervisor

Phase 3: Technical Evaluation

Bidders shall be evaluated on basis of technical criteria on table below. The point allocation is 100 as per total column below. The minimum qualifying points required to be considered to continue to next evaluation stage is 60 points out of the 100 points.

	TECHNICAL CRITERIA	DELIVERABLE	POINT	TOTAL	SCORE
1	CAPACITY TO DELIVER Bidder must demonstrate capacity to deliver by submitting the key resource and work plan below: a. Maintenance Planner b. Trade tested and qualified mechanical artisan	<ul style="list-style-type: none"> Submit maintenance plan for Dr Pixley aligned to the suggested regimes to achieve the bid specification requirements 	<u>30</u>	50	
		<ul style="list-style-type: none"> Submit trade test certificate for mechanical artisan 	<u>20</u>		
		<ul style="list-style-type: none"> No submission of trade test Certification or maintenance plan or both 	<u>0</u>		
2	EXPERIENCE TO DELIVER Bidder must demonstrate experience such to be able to carry out the works by submitting below requirements: a. Schedule of previous contracts to service medical compressors, vacuum pumps, regulator gas manifolds ect b. CVs of key resources showing experience in handling of similar equipment <i>NB: Contract can be demonstrated by issue of an order or award letter.</i>	<ul style="list-style-type: none"> Submit schedule of previous contracts for similar works with proof 	<u>30</u> 30 - three contracts with award letters 20 - two contracts with award letters 10 - one contract with award letters	40	
		<ul style="list-style-type: none"> Submit CVs of key resources showing experience in handling of similar equipment 	<u>10</u>		
		<ul style="list-style-type: none"> No submission or no contract experience or no experience on similar equipment 	<u>0</u>		
3	PROJECT MANAGEMENT TEAM Bidder must demonstrate project management structure by submitting below: a. Organogram showing all resources involved and including roles and responsibilities	<ul style="list-style-type: none"> Submit organogram showing roles and responsibilities 	10	10	
		<ul style="list-style-type: none"> No submission 	0		
				100	

Phase 4: Price and Preference Points

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

- a.) Price; and
- b.) Specific Goals - Companies who are at least 51% Owned by Black People

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	100

SECTION L: PRICING SCHEDULE

Name of bidder.....	Bid number: ZNB 5247/2024-H
Closing Time 11:00	Closing Date: 29 November 2024

OFFER TO BE VALID FOR **84** DAYS FROM THE CLOSING DATE OF BID.

AMOUNT IN WORDS.....

- **NB****
- 1. The annual unit price will be the applicable (contractual) price per year per item.
 - 2. The total bid price is the price that will be used to evaluate the bid (Adding all the Year 1, 2 and 3 Prices)
 - 3. The Provisional Sum allowance is for day to repairs.

Required by: KZN DEPARTMENT OF HEALTH

-At:

Delivery period (on order)

Failure to comply with the above shall invalidate the offer received.

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

.....
(Signature of Bidder)	Date	(Signature of Witness)	Date

APPENDIX A: PRICE SCHEDULE

The Prices submitted in this price schedule shall be the rates applicable for additional services (e.g. emergency repairs, new installation etc) as may be required as indicated in the specification or otherwise.

Item	Description	Rate
A.1	<u>Additional staff required during week days</u>	
1	Artisans	
2	Apprentice	
3	Semi-skilled	
4	Unskilled	
A.2	<u>Additional staff required during after-hours and weekends</u>	
1	Artisans	
2	Apprentice	
3	Semi-skilled	
4	Unskilled	
A.3	<u>Subsistence for additional staff</u>	
1	Artisans	
2	Apprentice	
3	Semi-skilled	
4	Unskilled	
A.4	<u>Travelling for additional staff</u>	
1	From contractor's premises to site.	
2	From accommodation to site	
A.5	<u>Transport</u>	
1	Haulage to site if any	
B	<u>Any other: (Specify)</u>	

APPENDIX B: CONTRACT MARK-UPS

a) Mark-Up On Materials, Spare Parts, Plant And Equipment

A maximum mark-up on the contractors nett invoiced value, before the addition of VAT of materials and spare parts shall be allowed by the Employer.

The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment.

- | | | |
|----|----------------------------|-------|
| 1. | R0.00 to R300 000.00 | |
| | Mark-up | @ 20% |
| 2. | R300 000.00 to R500 000.00 | |
| | First R300 000.00 | @ 20% |
| | Balance | @ 15% |
| 3. | R500 000.00 Plus | |
| | First R300 000.00 | @ 20% |
| | Second R200 000.00 | @ 15% |
| | Balance | @ 13% |

NOTE: Mark-up may not be added to the proprietary items for which the contractor is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the contractor mark-up.

b) Mark-Up On Hired Transport

No mark-up is allowed for transport.

c) Mark-Up On Sub-Contract Services

1. Work performed for the contractor by a third party (sub-contractor) on-site shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%.
2. Work performed for the contractor by a third party (sub-contractor) at the sub-contractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

APPENDIX C: PRICING SCHEDULE

Standard Pricing Schedule: Year Frequency x Equipment Quantity x Service Rate (Apply at applicable item)

Standard Pricing Schedule: Yearly Frequency x Equipment Quantity x Service Rate (Apply at applicable item)						
Item	Description	Yearly Frequency	Year Service Frequency	Quantity	Service Rate	Amount
Medical Air compressors	Preventative maintenance	Monthly	8	3		
		Quarterly	3	3		
		Annual	1	3		
Vacuum pumps	Preventative maintenance	Monthly	8	3		
		Quarterly	3	3		
		Annual	1	3		
Medical Air Dryers	Preventative maintenance	Monthly	8	3		
		Quarterly	3	3		
		Annual	1	3		
Medical Air Filters	Preventative maintenance	Monthly	8	6		
		Quarterly	3	6		
		Annual	1	6		
Vacuum air Bacteria filters	Preventative maintenance	Monthly	8	2		
		Quarterly	3	2		
		Annual	1	2		
2500L Vertical Air Receivers & Auto Drains	Preventative maintenance	Monthly	-	2		
		Quarterly	-	2		
		Annual	36 th Month	2		
1000L Vertical Vacuum Receivers & Auto Drains	Preventative maintenance	Monthly	-	2		
		Quarterly	-	2		
		Annual	36 th Month	2		
Manifolds	Preventative maintenance	Monthly	8	3		
		Quarterly	3	3		
		Annual	1	3		
Controls & Electrical	Preventative maintenance	Monthly	8	Item		
		Quarterly	3	Item		
		Annual	1	Item		
Total Amount (Sum of amounts gives total over year 1 period)						
					Year 2 (incl escalation)	
					Year 3 (incl escalation)	
					Total Excl VAT	

