



Quotation Advert

Opening Date: 31/08/2023
Closing Date: 07/09/2023
Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Mosvold Hospital
Province: KwaZulu-Natal
Department of entity: Department of Health
Division or section: Central Supply Chain Management
Place where goods/
service is required: Mosvold Hospital
Date Submitted: 30/08/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: MVH 211 / 2023
Item Category: Services
Item Description: Service Fire Extinguishers Mosvold Hospital
Quantity (if supplies): 064

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable
Date: Click here to enter a date.
Time: Click here to enter text.
Venue: Click here to enter text.

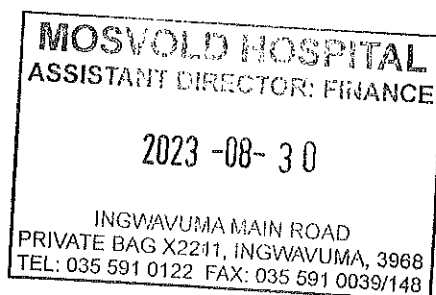
QUOTES CAN BE COLLECTED FROM: Website

QUOTES SHOULD BE DELIVERED TO: Mosvold Tender Box at Main gate or by email

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Mr. T.G. Khanyile
Email: Thulani.khanyile@kznhealth.gov.za Contact number: 035) 5910145
Ext.1077

Finance Manager Name: Mrs N.P.Myeni Finance Manager Signature 



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: MOSVOLD HOSPITAL

FACSIMILE NUMBER: 035 5910148 E-MAIL ADDRESS: mosvold.quotations@kznhealth.gov.za

PHYSICAL ADDRESS: MAIN ROAD, INGWAVUMA, 3968

QUOTE NUMBER: ZNQ / MVH / 211 / 23 . 24 VALIDITY PERIOD: 90 DAYS

DATE ADVERTISED: 30 AUGUST 2023 CLOSING DATE: 07 SEPTEMBER 2023 CLOSING TIME: 11:00

DESCRIPTION: SERVICE FIRE EXTINGUISHERS AT MOSVOLD HOSPITAL AS PER ATTACHED LIST

CONTRACT PERIOD (IF APPLICABLE): ONCE OFF

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS):
MOSVOLD HOSPITAL MAIN GATE OR SEND BY USING EMAIL

ENQUIRIES REGARDING THE **QUOTE** MAY BE DIRECTED TO:
CONTACT PERSON: MR. T.G. KHANYILE TELEPHONE NUMBER: 035 5910145
E-MAIL ADDRESS: thulani.khanyile@kznhealth.gov.za

ENQUIRIES REGARDING **TECHNICAL INFORMATION** MAY BE DIRECTED TO:
CONTACT PERSON: MR. C DLAMINI TELEPHONE NUMBER: 0355910122
E-MAIL ADDRESS: mosvold.quotations@kznhealth.gov.za

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS OF BIDDER MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER: _____
 E-MAIL ADDRESS: _____
 POSTAL ADDRESS: _____
 STREET ADDRESS: _____
 TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____
 CELLPHONE NUMBER: _____ SARS PIN: _____
 VAT REGISTRATION NUMBER (if VAT vendor): _____
 CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

M	A	A	A								
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 UNIQUE REGISTRATION REFERENCE: _____

**DEPARTMENT OF HEALTH
MOSVOLD HOSPITAL
QUOTATIONS
PRIVATE BAG X2211
INGWAVUMA, 3968
UMNYANGO WEZEMPILO**



Private Bag X2211, Ingwavuma, 3268
Ingwavuma Magistrate road, Ingwavuma, 3968
Tel: 035 591 0122 Fax: 035 591 0148
Email: Christopher.Dlamini@kznhealth.gov.za

SPECIFICATION FOR SERVICE/REPAIR OF FIRE FIGHTING EQUIPMENT (HOSE REELS, FIRE EXTINGUISHERS AND FIRE HYDRANT)

DESCRIPTION

This quotation shall be for the complete inspection, servicing, prevention maintenance and repair of firefighting Equipment's. This specification calls for the service of fire-fighting equipment in the Hospital and external clinics. The specification shall be read in conjunction with the Occupational Health and Safety Act (no.85 of 1993), the SANS1475 and all other related regulations and standards.

Returnable	Returned (Yes/No) – to be filled in by contractor
Proof of CIDB certificate	
Copy of SABS Certificate	
Copy of Qualified Technician certificate registered under SAQCC board	
Copy of SARS Certificate	

1. SCOPE OF WORK

- 1.1. The scope of work shall be in accordance with SANS 1475-1.
- 1.2. The equipment's must be replaced by the similar unit on loan to the institution at no cost to the institution, until such time as the removed equipment s has been serviced, returned and reinstalled.
- 1.3. Weigh the portable fire extinguisher, according to the manufactures instructions, and check the total mass against that recorded when last serviced.
- 1.4. Inspect for corrosion, dents, gauges, or damages that could impair the safe operation of the portable fire extinguisher.
- 1.5. Checks discharge hoses and nozzle for condition and fitness for the use and ensure that the nozzle or hose, or both are unobstructed and not cracked, worn, or damaged.
- 1.6. Examine the portable fire extinguisher externally.
- 1.7. To repair the hose, nozzle, weight and working pressure of the fire extinguisher and apply corrective action required.
- 1.8. Opens the portable fire extinguisher by unscrewing the top cap and remove the external gas cartridge.
- 1.9. Examine the powder in the portable to check that there are no visual signs of caking, lumps or foreign bodies and **Top up to 10%**.
- 1.10 Replace all defective seals and test for the leakage.
- 1.11 Clean the external cylinder of the extinguisher and paint to match the red colour.
- 1.12 To repair or replace stop cock, hose, nozzle and frame.

- 1.13 To repair or replacement of piping or lacking of water supply and be reported to the institutional responsible person.
- 1.14 Quantify and check against bill of quantities.
- 1.15 The hose reel and fire hydrant maintenance work shall be from stopcock upward.
- 1.16 Conduct visual inspection on identified equipment.
- 1.17 Replaces head assembly, depressurize and replace cylinder or entire extinguisher.
- 1.18 Examines the gas cartridge externally for corrosion or damage replace if necessary in accordance with manufacture instruction. Weigh the gas cartridge in accordance with the manufactures instructions. Empty and recharge to correct mass with correct powder.
- 1.19 Reassemble and refill the portable fire extinguisher where relevant.
- 1.20 Renew relevant O-rings, washers and hose diaphragm.
- 1.21 Refit the safety device (device to prevent inadvertent operation) and fit safety seal as necessary.
- 1.22 Check the frame and mounting bolts.
- 1.23 Checks that the hose reel rotates freely. Using one hand only, rotate hose reel drum in each direction. If drum does not rotate with ease, unroll the hose and replace the gland and packing where applicable, or lubricate the shaft and O-ring. Check the drum Discs.
- 1.24 Check that the fire hose is of the correct length and has no joints.
- 1.25 Check the condition of the fire hose to ensure that it is in good condition and is securely fitted. Hose ends should be clean cut and show no signs of deterioration.
- 1.26 Check whether the hose can withstand the pressure in the supply main.
- 1.27 Examines all water seals for signs of leaks. If leaking from the stuffing box, adjust fasteners equally until leaks halts (hose reel must continue to rotate freely) or replace gland packing taking into account the lubrication required.
- 1.28 Checks the shut-off nozzle.
- 1.29 Check the hydrant standpipe.
- 1.30 Seal the hydrant valve.
- 1.31 Conduct nozzle leak tests.
- 1.32 Lubricate treaded and operational parts
- 1.33 Verify and check pressure indicating devices
- 1.34 Paints the reel frame to match the existing red colour
- 1.35 Attached service label and locate equipment correctly
- 1.36 Provides full written report for the service of the hose reels that include flow rate and static pressure. Result for each equipment.
- 1.37 Provide condemning certificate for equipments if it's required.

NB: After completion of the service, a label bearing the name of the service Company, Date of service, Date of the next service signature and certificate bearing the competency number of the person who carried out the service/ repair shall be affixed to each item of firefighting equipment. Contractor must be SABS register.KI Issued firefighting

2. General condition

- 2.1. Contactors are required to complete the schedule of rate I full and failure to do so may invalidate their quotation. The charges/rate will remain duration of the services.
- 2.2. The proof of CIDB grading must be submitted on the closing date of the quotation. **Failure to submit will invalidate the quotation for further consideration.**
- 2.3. The bidder will require providing an efficient service. Therefore, the bidder is required to submit proof that that he/she has the required capacity to execute the

contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of the past experience of owners/employees of new entities must accompany the quotation document. Alternatively, the bidder must submit a project execution plan that the company will utilize to successfully execute the contract in terms of manpower, machinery, process control and infrastructure.

- 2.4. The institution is fully functional and occupied. Care must be exercised that daily functioning of the institution and safety of staff, patients and visitors is not compromised in any way. Public liability insurance is recommended to cover any?
- 2.5. The successful contractor shall not assign this contract or sub-let any portion thereof to any other company, firm or person, unless prior written approval has been obtained from the Maintenance Manager.
- 2.6. The technicians servicing the equipment must be registered with SAQCC (South African Qualification Committee for the fire industry) **NOTE:** A copy of these certificates must be furnished with this quotation.
- 2.7. Should equipment require any interim maintenance, for example, recharge after use (between the annual services), rates tendered herein will apply to such interim services/ maintenance as if such item service/ maintenance were an annual service.
- 2.8. If any unit fails to operate when required due to negligence of the contractor, the unit shall be repaired or brought back into fully operational use as soon as possible thereof at no cost to the institution.
- 2.9. CO2 to be pressure tested every five (5) years and others every three (3) years. Should a unit require pressure testing then this unit shall be priced accordingly and this to be included in the service.
- 2.10. The service price quoted (as in Quotation Price, page 1) will include Service, Recharge, Pressure/ Hydrostatic Test, Hose Testing and all necessary repairs' and spares and replacement of damaged, worn or missing parts.
- 2.11. The service/ maintenance performed to each unit will include for all/ any spares/ repairs required ensuring 100% working condition of the apparatus.
- 2.12. All spares replaced or removed to be handed to the Maintenance Manager and a receipt obtained thereof.

3. MAINTENANCE AND REPAIRS INSTRUCTIONS

- 3.1. All servicing of Extinguishers, Hose reels and Hydrants shall conform to SABS 1475, 0105,019 and 1576 Standards as amended.
- 3.2. All Hoses shall be serviced and maintained according to their relevant SABS Codes.
- 3.3. The successful bidder and/ or his/her Technicians will be responsible to the maintenance manager and will receive the instructions for repairs to faulty equipment solely from the Maintenance Manager or his duly appointed representative. Nay faulty equipment found during the service must be only be reported to the Maintenance Manager or his duly appointed representative.
- 3.4. All normal servicing/ maintenance shall be carried out during the hour's normal worked by the institution.
- 3.5. The successful contractor shall have adequately sized organization and sufficient competent personnel including technicians to carry out the servicing and repairs'. The successful contractor shall supply the technician when called upon to do so to carry out emergency repair work during normal working hours between the annual services.
- 3.6. The successful bidder shall, on the arrival and before any servicing/ maintenance are carried out, report to the maintenance manager or his duly appointed

representative. Also, on completion of the service the contractor shall again report the maintenance manager and record the details of the service in the Fire Fighting Equipment Service Log book.

- 3.7. The contractor shall provide the written certificates for units which have pressure/ Hydrostatic Tested in terms of the Act and over and above affix test plate to the serviced unit. Similar written certificate to be issues condemned units with reason as well as a serial number or unit number.
- 3.8. The successful contractor may be required by the institution to conduct training sessions of the intutional staff in the form of handling fire extinguishers units/ fire hoses only. This is to be done by prior arrangement with the Maintenance Manager. The training exercises to be carried out o institutional premises.
- 3.9. **Preference will be given to bidder who has registered offices/ workshops within the borders of the Province of KwaZulu Natal. This is an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.**

4. Note to contractor

- 4.1. Servicing on all equipment to be completed within 15 working days from receiving an official order
- 4.2. Applicable service schedules to be completed on each specific type of equipment on site by technician while with actual service: **NB: original service schedules to be signed on daily basis, by technician and Maintenance Supervisor and the completed schedule must be handover to Maintenance Supervisor onsite.**
- 4.3. Please take note that during the servicing of equipment, these service schedules replaces the normal job cards.
- 4.4. This office to be notified in advance to arrange for an onsite inspection after completion of the servicing so as to finalize the payment **no payment will be done should incomplete service schedules be handed in on completion**
- 4.5. No additional work to be done on servicing order. **A detailed quotation for after service repairs must be submitted whereby if approved a separate order will be issued to cover the repairs.**

5. PREVENTATIVE MAINTANACE SERVICE

- 5.1 The appointed service provider will provider (major service) on a **once off**
- 5.2 As per manufacture recommendation of the specified equipment. This is in accordance with procedure contained in maintenance schedules.
- 5.3 Service schedule for all equipment must be filled all the time by technician's onsite and submitted to chief artisan.
- 5.4 This items will be attended require by legislation under the occupational health and safety Act! 1993 and on instruction by **Mosvold hospital.**

6. EMERGENCY REPAIRS

- 6.1 Contractor will ensure that all emergency call out are treated as a priority will be attended to as soon as possible with 24 hours when being notified by Mosvold district hospital.
- 6.2 The equipment **will be service ONCE OFF**
- 6.3 Major service of firefighting equipment as per manufacture recommendations and schedule.

Name of the company: _____

Date _____

Signature _____



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE: Mosvold District Hospital

Physical Address: Ingwavuma Main Road
Postal Address: Private Bag X 2211, Ingwavuma, 3968
Tel: (035)59101222 Fax: (035)55910148 Email:
www.kznhealth.gov.za

Mr. J Mngomezulu.

Fire extinguishers list at Mosvold hospital

LOCATION	QUANTITY	KG	REMARKS
1 House 136	01	15.5kg	
137	01	12.5kg	
138	01	13.5kg	
139			Take one on spares for flat hook
140			Take one on spares for flat hook
2 board room			Take one on spares for round hook
3. M&E	01	13.5KG	
4. Stone for laundry	02	12.5kg	
		13.5kg	
5. house 141	02	7.1kg	
		13.5kg	
6. files containers	01	13.5kg	
			Take two on spares for flat hook
7. house 122	01	13.5kg	
8. house 121	02	7.6kg	
		13.9kg	Change it to 7.6kg from spares for flat hook
		13.5kg	Change it to 7.6kg from spares for flat hook
9. stone house opposite house 139	01	13.5kg	
10. house 123			
11. house 124			Take one with flat hook on spares

12. House 125	01	12.5kg	
126	01	13.5kg	
127	01	13.5kg	
128	01	13.5kg	
129			take one on spares and replace
130			take one on spares and replace
131			take one on spares and replace
132	01	13.9kg	
133	01	8kg	
134			take one on spares and replace
13. shelter opposite church bore hole	01	13.5kg	
14. house 110	01	13.5kg	
15. EMRS	01	13.9kg	
16. Transport office			Take two on spares and replace
17. Transport toilet	01	7.4kg	
18. Stores	03	6.2kg	inside
		14.2kg	inside
		12.7kg	inside
19. community	01	12.7kg	Need to mounted with flat hook
20. main gate	01	8kg	
21. Intake	01	14.2kg	
22. gas bank	02	8.7kg	
23. plant room 07	02	13.5kg	inside
		7.3kg	outside
24. male ward complex	06	13.5kg	
		14.2kg	
		5.4kg	
		12.9kg	
		14.2kg	
		13.4kg	
25. Kwasihambi	01	13.1kg	
26. central unity next autoclave	01	8kg	

27. outside autoclave	01	6.2kg	
28. inside autoclave	01	5.3kg	
29. Maternity plant	02	4.9kg	outside
		6.2kg	inside
30. Theatre	04	13.5kg	
		7.5kg	
		7.5kg	
		7.5kg	
31. theatre change room passage			Take one on spares and replace
32. X- ray	02	14.2kg	
		8kg	
33. Pharmacy	02	14.2kg	
		13.5kg	
			Take two on spares and replace
34. OPD T.B	01	6.2kg	inside
35. dental			Take one on spares and replace
36. Lab	03	7.5kg	inside
		6.2kg	inside
		7.5kg	inside
37. outside Lab		7.5kg	outside
38. OPD clerk filing	02	12.7kg	
		6.2kg	
		7.8kg	
39. Switch board	01	7.5kg	Take one on spares and replace
40. Maternity Hose pipe	01	7.5kg	
	02	6.9kg	
	03	8.0kg	
	13	7.8kg	
41 PEADS WARD	01	14.2kg	
	02	6.9kg	
Fire hydrant	01		
42 Mother lodge	01	14.2kg	
43 MORTUARY	01	14.2kg	
	01	7.5kg	

MORTUARY PLANT	01	6.2kg	
44GEN-SET PLANT	02	13KG	
45 Waste container	01	12.5kg	
46 Asset	01	7.6kg	
47 Security	01	13.5kg	
48 CCTV camera	01	13kg	
49 TB WARD	01	14.2kg	
50 Female ward	06	14.2kg	
Hose pipe	01		
	02	16.4kg	
	02	6.2kg	
	01	7.2kg	
	01	7.5kg	
	01	6.9kg	
	01	12.7kg	
Hose pipe	01		
	02	18.0kg	
51 MATRONS			
Hose pipe outside	01		
52 Therapy	01		Take one on spares and replaced
Fire hydrant	01		
53 eye clinic	01	7.8kg	
54 Main kitchen	01	12.7kg	
	01	7.5kg	
	01	6.2kg	
Fire hydrant behind	01		
55 Pharmacy store	01	12.7kg	
	01	7kg	
56 HR	01	6.2kg	
	01	7.5kg	
57 House 114	01	8kg	
58 Workshop	01	7.5kg	

	01	12.7kg	
	01	14.2kg	
Fire hydrant behind workshop	01		
Fire hydrant behind 117	01		
Fire hydrant silver tank	01		
59 Laundry	02	16.4kg	
Laundry Office	01	7.5kg	
60 House 111	01	13.5KG	
61 LABOUR office	01	6.9kg	
62 Maintenance stock office	01	7.8kg	
63 PAINT STORE ROOM	01	13.9kg	They are spares to replace where they are needed
	01	7.8kg	
	01	7.3kg	
	01	N/A	
	01	N/A	
	03	7.5kg	
	01	N/A	
	01	12.7kg	
	03	13.5kg	
	01	N/A	
	01	N/A	
	01	8kg	
	01	14.0kg	
	01	14.2kg	
	01	N/A	
	01	13.9kg	
64 PAINT STORE ROOM EMPTY SPARES			They need to be refill because were used when there was a fire
	06	13.5kg	DCP
	02	14.2kg	CO2
	02	8.0kg	DCP
		13.6kg	DCP
	04	6.2kg	DCP
	01	7.5kg	DCP
	01	2.7kg	DCP
	01	6.9kg	DCP

PLACES WHERE THERE ARE FIRE DETECTORS AND ALARMS AT HOSPITAL

LOCATION	QUANTITY OF FIRE DETECTORS	QUANTITY OF ALARM
FEMALE	32	03
LAB	08	01
OPD	34	03
THEATRE	18	03
MATERNITY	31	01
MALE	19	01
MALE ETHEMBENI	03	01

MU

03/08/23



OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / MVH / 211 / 23 - 24

DESCRIPTION: SERVICE FIRE EXTINGUISHERS AT MOSVOLD HOSPITAL AS PER ATTACHED LIST

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of Enterprises owned by Youth	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR E	PRICE	
						R	C
01	064	unit	SERVICE FIRE EXTINGUISHERS AT MOSVOLD HOSPITAL AS PER ATTACHED LIST.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____

BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.

NAME OF BIDDER SIGNATURE POSITION DATE

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.

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.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid/quotation 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.

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

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

4 Standards

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

5 Use of contract documents and information; inspection.

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

6 Patent rights

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

7 Performance security

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

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the

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

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:

- 14.1. (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

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

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
 - (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. 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.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfill their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation 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 quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.



14. TERMINATION FOR DEFAULT

- 14.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.
- 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.**

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

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

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

1.4. The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Enterprises owned by Youth	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

