

**SUPPLY, INSTALLATION, AND MAINTENANCE OF MULTIPLE  
PSA UNITS AT HOSPITALS IN THE WESTERN CAPE FOR A  
PERIOD OF 36 MONTHS.**

**BID NO.: IHPS-001-2025**

**DATE OF ISSUE: 04 MAY 2025**

**CLOSING DATE: 26 MAY 2025**

**TIME: 11:00 AM**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF  
HEALTH: WESTERN CAPE GOVERNMENT HOSPITALS**

BID NUMBER: **IHPS-001-2025**

CLOSING DATE: **26 MAY 2025**

CLOSING TIME: **11:00 AM**

**SUPPLY, INSTALLATION, AND MAINTENANCE OF MULTIPLE PSA UNITS AT HOSPITALS IN  
THE WESTERN CAPE FOR A PERIOD OF 36 MONTHS.**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

(Old Boiler house building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:00 am to 16:00 pm (excluding weekends and public holidays). Please contact Francois Olivier during office hours for directions should you have any difficulty finding the building.

**Please note the following important information and requirements:**

1. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr Francois Olivier (021) 830 3751** for assistance.
2. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. All bids must be accompanied by a letter signed by the bidder authorizing the Employer, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
5. Bidder to indicate which other currently pending bids issued by the Employer it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Employer reserves the right to compare the respective bid documentation and information provided by the bidder.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
7. The **80:20** Preferential Procurement Points System is applicable to this bid. SBD 6.1 must be submitted to claim points for the specific goals.
8. Please refer all technical/specification enquiries to: **Cornel Badenhorst or Stephan Reichert on [Cornel.Badenhorst2@westerncape.gov.za](mailto:Cornel.Badenhorst2@westerncape.gov.za) or [Stephan.Reichert@westerncape.gov.za](mailto:Stephan.Reichert@westerncape.gov.za) or contact him in the office on 021 830 3752 or 021 830 3768**

**MR S MTHETHWA**

**IHPS Procurement Officer**

**DATE: 04 May 2025**

**Supplier Database Registration for Formal Competitive and Limited Bidding**

**All Bidders must be duly registered on the following database at the time of bid closing:**

The Central Supplier Database (**CSD**, national)

All prospective **unregistered Bidders** must register as a supplier on **Central Supplier Database**.

Central Supplier Database		
Self-registration	Not applicable	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)
Contact email	<a href="mailto:SCM.eProcurementDOH@westerncape.gov.za">SCM.eProcurementDOH@westerncape.gov.za</a>	
Contact telephone	021 483 0582	

All **bidders already registered on the CSD** should ensure that their status is up to date by contacting the Western Cape Government Health eProcurement Helpdesk as above on [www.csd.gov.za](http://www.csd.gov.za) (for CSD). All Bidders should have confirmation of their registration **BEFORE bidding**.

**Bidders who are not duly registered on the database at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.**

Bidders are advised that only the preferential points claimed **on form SBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not the status on CSD**. All other mandatory documents held on the CSD (TCC, SBD 4, etc.), will be accepted by the Employer for the consideration of formal bids.

Please confirm that you are duly registered on the **Central Supplier Database**.

**YES/NO**

**SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION**

A Valid original and or certified copy of SAHPRA certificate with SAHPRA as a manufacturer, distributor or wholesaler of medical devices and IVD's. Failure to complete and submit the above documents **will invalidate your bid**. The contact details at SAHPRA are listed below. Should you need to download application forms, please visit <https://www.sahpra.org.za>.

**General Contact Information**

- Tel: (012) 501 0300
- Email: [enquiries@sahpra.org.za](mailto:enquiries@sahpra.org.za)
- Business hours – Monday to Thursday: 08h30 – 15h15; Friday: 08h30 – 12h00 – excludes public holidays
- Documents should be dropped off at Reception only.
- All visitors to report to the main reception on the 2<sup>nd</sup> Floor (Heading office).

**Postal Address**

South African Health Products Regulatory Authority  
Private Bag X828  
Pretoria  
0001

## LIST OF RETURNABLES

Completion of the returnable SBD FORM as listed forms below is mandatory and failure to do so will render the bid invalid. These forms must be completed in full on the original and must be signed.

### RETURNABLES DOCUMENTATION

LIST OF ANNEXURES		Please Tick ( <input type="checkbox"/> ) in box below
1	SBD 1 - INVITATION TO BID	
2	SBD 3.1 - PRICING SCHEDULE	
3	SBD 4 - DECLARATION OF INTEREST	
4	SBD 6.1 - PREFERENCE POINTS CLAIM FORM	
5	SDB 7.1 - CONTRACT FORM - PURCHASE OF GOODS/WORKS	
6	SBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
7	SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	
8	CENTRAL SUPPLIER DATABASE REGISTRATION REPORT (NOT OLDER THAN 3 MONTHS)	
9	VALID SARS TAX COMPLIANCE STATUS PIN	
10	VALID B-BBEE CERTIFICATE OR SWORN AFFIDAVIT	
11	SOUTH AFRICAN ENTITY REGISTRATION DOCUMENTS, I.E., CIPC, NPC, ETC	
12	SAHPRA REGISTRATION	

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

## INVITATION OF THE BID

## ANNEXURE A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INSTITUTE OF HEALTH PROGRAMS AND SYSTEMS</b>					
BID NUMBER:	<b>IHPS-001-2025</b>	CLOSING DATE:	<b>26 MAY 2025</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>SUPPLY, INSTALLATION, AND MAINTENANCE OF MULTIPLE PSA UNITS HOSPITALS IN THE WESTERN CAPE FOR A PERIOD OF 36 MONTHS.</b>				
<b>SITE CLARIFICATION MEETING</b>					
A compulsory briefing session will be held on <b>Wednesday 14 May 2025 at 09h00.</b>					
<b>Venue:</b> (Old Boiler house building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Old Boiler house) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville.					
Open Mondays to Fridays from 07:00 am to 16:00 pm (excluding weekends and public holidays).					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			

CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE <b>IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW]
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <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.</b></p> <p>1.3. <b>BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; B-BBEE CERTIFICATE OR SWORN AFFIDAVIT AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</b></p> <p>1.4. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.5. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM SBD 7.1.</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, THE BIDDER IS NOT ELIGIBLE TO SUBMIT A BID.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS SHALL RENDER THE BID INVALID.**

## SCOPE OF WORK

**NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.**

**BIDDERS HAVE TO COMPLETE THE DETAILS OF OFFER IN FULL. REPLIES SUCH AS “COMPLY” OR “YES” IS NOT ACCEPTABLE, BIDDERS TO FULLY DESCRIBE ON SEPARATE PAGES THE CAPABILITIES AND SPECIFICATIONS OF THE OFFER.**

## 1 SCOPE

### Works Information

#### 1. Description of the works

##### 1.1 Overview

The contract is for the supply, installation, commissioning, and 36-months guarantee and the service and maintenance of ten packaged, self-contained, Pressure Swing Adsorption Medical Oxygen Generators (PSA) at the five facilities referred to in this document.

##### 1.2 Purpose / Employer's objectives

The Employer's objective with this contract is to have PSAs installed and commissioned to provide the hospitals with a reliable, uninterrupted supply of Medical Grade Oxygen

##### 1.3 Location of the works

The PSAs will be installed at the following Hospitals:

- Beaufort West Hospital
- Brooklyn Chest Hospital
- Ceres Hospital
- Wesfleur Hospital
- Vredendal Hospital

##### 1.4 Abbreviations and additional defined terms

Abbreviation	Unit
CoC	Certificate of Compliance
CMC	Comprehensive Maintenance Contract
CAMC	Comprehensive Annual Maintenance Contract



## **1.5 Start-up and management**

### **1.5.1 Meetings**

A compulsory site handover meeting will be held after acceptance of the award at the various sites.

Progress site meetings will be held, in which case the *Contractor* will be notified at least 5 days in advance. Progress meetings between the *Employer's Agent*, the facility duly appointed representative(s), and the *Contractor* shall be held at a time, date, and venue determined by the *Employer's Agent*, to discuss the progress and quality of the installation, maintenance and repair work. No additional compensation will be paid for this. The progress site meetings will be under the chairmanship of the *Employer's Agent* or his/her Representative

A final inspection meeting will be held once all defects have been corrected at site for both stages of the contract (i.e. at the end of the installation and commissioning, as well as at the end of the 36-month maintenance period), as pointed out and notified by the *Employer's Agent*.

### **1.5.2 User and Maintenance training**

Manufacturer must indicate explicitly the following maintenance routines to match the dedicated staff capabilities within the health facility:

- Training will be given to the hospital staff regarding the operation and maintenance of all works.
- Cleaning routines of the PSA plant considering the electrical safety precautions.
- Cleaning routines for the filters, if applicable (i.e. reusable).
- Testing of alarms.
- Testing of operating pressures.
- Testing of oxygen concentration.
- Frequency of the recommended maintenance routines.
- Safety precautions on management of oxygen.
- Any other significant information required.

### **1.5.3 Documentation**

The following documentation will be provided by the Employer:

- The Tender Document
- The Contract
- The Service Level Agreement

### **1.5.4 Communication**

The *Employer's Agent* can be contacted directly via any format during working hours. Any complaints, queries, questions etc. regarding the works, must be routed via the *Employer* to be confirmed in writing.

#### **1.5.5 Agent on site**

The Agent on site has the right to inspect the works of the contractor but may not issue instructions to the *Contractor*. The findings of the Agent on site should be relayed to the *Employer's Agent*, who has the authority to issue instructions to the *Contractor*.

#### **1.5.6 Quality assurance requirements**

Only new genuine materials of high quality shall be used throughout the course of the project and shall be subject to the approval of the *Employer's Agent*.

Equally approved 'products' or approved 'manufacturers' other than specified in the Pricing Schedule need to be approved by the *Employer's Agent* and may require the tenderer to supply the *Employer's Agent* with a specification and samples of the product, for a review of performance and feedback purposes, timeously before the tenderer submits his Bid Document. All other tenderers will be notified of all "equally approved" products that are approved and accepted by the *Employer's Agent* before bid closure.

The *Contractor* is responsible for the timely ordering of all material and products required for this project and is solely responsible for the quality of these items. All items in the Pricing Schedule shall be for the supply and installation of new genuine "products and materials". Any defective/substandard products, defective/substandard materials, and poor workmanship shall be replaced and corrected with approved products/materials at the *Contractor's* own expense.

#### **1.5.7 Contract change management control system**

When changes in the works occur, the *Employer* will obtain a quote from the *Contractor* for the new works. If the motivation for the changes is accepted by the *Employer*, the *Employer* will issue a compensation event to the *Contractor* and only then the changed works can be done.

#### **1.5.8 Accounts and records**

The *Contractor* submits original valid tax invoices satisfying the requirements of the Works Information one week after receiving a payment certificate from the *Employer*. Where the *Contractor* does not submit the tax invoices within the time required, a 30-day payment period will be allowed for after receipt of a correct and acceptable invoice. All invoices should be addressed to the *Employer's Agent* and must incorporate an invoice number, date, project reference number, the name of the facility where the works are carried out, banking particulars of the contractor, a description of the works completed with pricing in accordance with the contract.

Final account and final payment:

The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the works:

- The *Employer* submits the final account to the *Contractor* within 4 (four) weeks of the Completion of the whole of the works;
- The *Contractor* gives written acceptance of the final account within 2 (two) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
- If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 2 (two) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
- The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the works;
- The *Employer* certifies 100% (one hundred percent) of the amount of the final account in the payment certificate where security in the form of a performance bond or payment reduction has been applied;
- The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;
- The *Employer* pays the *Contractor* the amount certified for payment in the final payment certificate within 30-day payment period of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Employer* a correct and acceptable tax invoice for the amount due;
- Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

## 1.6 Design

### 1.6.1 Operating manuals and maintenance schedules

The *Contractor* shall prepare and supply O & M manuals for the successful operation and maintenance of the Installation.

The manual shall include:

- A system description of the Installation.
- Step-by-step operating instructions.
- Full information of the *Contractor* including emergency telephone and fax numbers and contact persons.
- Access codes and program and software to gain full access to PLC controllers.
- A list of equipment (and spares) giving the following information for each item:

Description:

Make:

Model No.:

Manufacturer/Agent: (Name, address, tel. & fax no.)

Comment: (indicate spares to be held if of a critical nature)

Catalogues and brochures

Set of as-installed drawings

- Manuals must be comprehensive, including circuit diagrams in case of
- Electronic/electrical equipment, enabling resident technical staff to deliver complete technical support in case of equipment failure, as well as routine servicing.

A draft copy shall be submitted to the *Employer's Agent* prior to commencement of commissioning.

Prior to handing over the installation to the Employer, the Contractor shall supply 3 complete manuals which have been updated, and which include all commissioning data, certificates of compliance, results of all tests to prove compliance (pressure-, continuity-, purity-, etc.) as well as "As-Installed" drawings.

**Manuals will be treated as confidential and for the sole use on equipment owned by hospitals in the Western Cape Region.**

## 1.7 Procurement

### Approval of equipment selection

The Employer is required to inspect and test certain equipment listed in the specification under "Hold Points" at their place of manufacture and such Equipment may not be delivered to the contract Site, nor may the *Contractor* proceed with the manufacture and/or installation of such Equipment without prior written consent from the *Employer*.

The *Contractor* must give the Employer's Agent at least 7 days advance notice of the date at which such tests and inspections are to be carried out unless otherwise agreed by both parties.

## 1.8 Construction and Installation of Equipment

The Contractor must supply Workshop drawings to the Employer's Agent for approval before ordering material and starting any work on site.

The employer will provide a 3-Phase, 30 Amp electrical supply per containerised plant. A separate connection for each of the packaged plants will be provided to the plant with adequate slack to allow for connection to the plant's control board by the manufacturer.

The contractor must provide transport of equipment to site, rigging, connection to electrical and Medical Oxygen services. All penetrations for electrical and medical gas through walls penetrations shall be sleeved and watertight.

### 1.8.1 Progress inspections

The *Employer* will hold inspections at his discretion during the contract to ensure that the *Contractor* meets the requirements of the specification, and that the *Contractor* is fulfilling his responsibility regarding quality control.

Should remedial action be required, the *Employer's Agent* will notify the *Contractor* via email correspondence, and the *Contractor* shall rectify his work within 7 days.

### 1.8.2 Commissioning

All on-site testing of the various components as well as all commissioning activities shall be carried out in close co-operation with the *Employer's Agent*.

All testing and commissioning shall be carried out in the presence of the *Employer's Agent* or his duly authorised representative and shall at all times be thorough and in strict accordance with the specified requirements and approved procedures. All tests carried out without the *Employer* being duly notified will be regarded as unofficial and may, at the discretion of the *Employer*, must be repeated at the cost of the *Contractor*.

### 1.8.3 Costs of re-inspections

Should the *Employer's Agent*, after an inspection or test, find that the number of outstanding defects is of such a nature that he is unable to issue a meaningful list or certificate, or that due to the *Contractor* not attending to previous lists or reports, re-inspections are required, such re-inspections will be charged to the *Contractor* and deducted from the balance of his account by means of a variation order. The *Employer's Agent* will be compensated accordingly by the *Employer*.

## 2 GENERAL NOTE

If the product offered is unknown to the *Employer*, the *Employer* reserves the right to have the unit evaluated by a team of technical expertise with regards to technical functionality, performance and quality. The decision of this committee will be used as motivation for the acceptance or non-acceptance of the units. For this reason, a demonstration unit shall be readily available, or the bidder shall take two representatives of the *Employer* to a site where a similar unit is installed in functional order.

Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer ('OEM'), and that the OEM undertakes to supply **local expertise**, training and support to maintain the equipment.

All offers shall be supported by descriptive literature, brochures and technical data sheets to support the responses to the specifications, failing which the bid will not be considered.

## Works Information

### **3. Specifications, standards and workmanship**

The works are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the Employer's risk assessment for awarding this contract.

#### **Standard Specifications**

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the works, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

#### **Project specifications**

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Works Information of this document, including works drawings. The *pricing schedule* may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Works Information of this document, the project specifications take precedence.

#### **Accreditation, qualifications and work experience**

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information regarding accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information

### **3.1 Statutory and regulatory requirements**

The Contractor shall ensure that the Installation, including all equipment used, is designed, installed and maintained in compliance with the following drawings and regulations:

- SAHPRA licence to be included in the offer
- Euro Pharmacopoeia / USP XXII Pharmacopoeia
- PGWC Standard Conditions for Mechanical Installations
- PGWC Standard Specification for Electrical Installations
- SANS 7396-1 Medical gas pipeline systems
- ISO 8573 Compressed air — Part 1 to 4
- SANS 10142 – Code of Practice for Wiring of Premises

- National Building Regulations – SANS 10400
- The Occupational Health and Safety Act: 1993 incorporated Regulations and Standards.
- Medicines and Related Substances Act 101 of 1965
- Licence to manufacture, import, export or distribute medical devices & IVDS South African Health Products Regulatory Authority
- The Fire Brigade services act 1993 Act 99 of 1987 as amended,
- Municipal, local or, where applicable, other authorities' by-laws and regulations regarding building, electrical, fire, gas, water, traffic and health requirements.

The *Tenderer* shall study these documents and acquaint himself with the contents thereof as no claims in this regard will be entertained. The *Contractor* will guarantee his workmanship for a five-year period.

The *Contractor* shall exempt the Employer from any claims, losses or expenditure that may arise as a result of the *Contractor's* negligence or failure to comply with the abovementioned regulations.

The *Contractor* shall be responsible for all notifications and payments required by any authority for inspections, tests and supply of any service required for this installation. The Tenderers are therefore required to fully acquaint themselves with these requirements prior to tendering.

The *Contractor* shall supply and install all notices and warning signs that are required by relevant laws or regulations, to the full approval of the Employer's Agent and the applicable authorities. All uncertainties of any such requirements shall be clarified prior to tendering. The cost of all such notices shall be allowed for in the Tender.

### 3.2 General Conditions

**Similar equally approved 'products' or approved 'manufacturers' other than specified in the Pricing Schedule or elsewhere need to be approved by the Employer's Agent and may require the tenderer to supply the Employer's Agent with a specification and samples and of the product, for review and feedback purposes, timeously for the duration of the contract.**

**The Contractor is responsible for the timely ordering of all material and products required for this project and is solely responsible for the quality of these items. All items in the Pricing Schedule shall be for the supply and installation of genuine "products and materials". Any defective/substandard products, defective/substandard materials, and poor workmanship shall be replaced and corrected with approved products/materials at the Contractor's own expense.**

If no particular product and materials are specified in the Pricing Schedule, the contractor shall supply SABS approved products and materials bearing the SABS mark and stamp. Where no applicable SABS specification exists, all material must comply with the equivalent IEC, BSI, DIN or IP specifications or be of the quality as specified

Contractors shall perform their own measurements on site before tendering or ordering of material, products, and equipment. The measurements given in the tender document are estimates only and for tendering purposes only so that contractors can tender.

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.

If so required the Employer may call for samples of material and equipment for approval. Such samples shall be submitted within 14 days of the request and if judged necessary by the Employer may only be returned after completion of the installation in order to ensure that the quality of the installed product is the same as that of the approved sample.

Any fitting or item of equipment not specifically mentioned but obviously necessary for the successful completion of the installation is to be included so as to form a complete working installation.

Only competent artisans shall be employed as set out in the Standard Specification and relevant statutory regulations.

The contractor shall only price for the items as they are listed in the Pricing Schedule and as detailed in the is Specification, even though the final design may change, so as to ensure all contractors are tendering on an even playing field.

### **3.3 COMPLIANCE WITH STANDARDS**

When so requested by the Employer, provide evidence in the form of delivery slips, certificates, test reports or other written proof that material or components comply with the standards laid down in this specification.

Products that are specified as mark-bearing must bear the mark of the relevant standards body.

Not only during commissioning but in six monthly intervals thereafter will the vendor/supplier collect a sample of oxygen output and get the sample analysis report of the PSA Oxygen Generation Plant output, from third party approved Lab & submit a copy of same signed by *Employer's Agent* these certificates will be required as part of final acceptance certificate before payment will be effected.

The capacity (output) of the PSA Oxygen Generation Plant should be tested and witnessed by *Employer's Agent* of every year during the warranty and CMC period & submit a copy of same to Hospital Authority.

The testing charges on each occasion shall be borne by the vendors.

The Pressure of the output, concentration of the oxygen, alarms and automatic change over in case of failure need to be demonstrated by the supplier and certified by the *Employer's Agent* at the time of taking hand over and also during CMC period during each 4 monthly visit.

#### **3.3.1 SUBMISSIONS**

Do all submissions indicated hereafter in accordance with the following time table.

After appointment but prior to commencement of work:



- Workshop drawings

Before commencement of commissioning.

- Draft Operating and Maintenance manual

Prior to first hand-over (failure to comply will delay first delivery)

- Two sets of approved Operating and Maintenance manuals
- Two (2) memory sticks containing all Maintenance manuals in electronic format (the format and software shall be subject to the Department's approval)

Take note that all equipment selections and drawings approved (or not rejected) by the Employer shall not free the contractor of his obligation to comply with the specification or relieve the contractor from his responsibility for errors or omissions in the drawings.

### **3.3.2 EQUIPMENT SELECTIONS**

Submit equipment selections of all equipment to the Employer for approval, to illustrate compliance with the specification requirements.

The submissions are required as part of the tender submission.

Submissions shall include inter alia the following information:

- Manufacture, name and model
- Equipment capacity
- Power consumption
- Calculations of pressure drops, sound attenuation, etc.
- Diagrams, tables and graphs to explain the functioning of equipment where applicable.
- Applicable pamphlets or catalogue information
- Name and address of Manufacturer/Distributor
- Number of years that equipment were available in the RSA
- Other information as may be required by the Employer.

Duty points of equipment shall be clearly marked on the data sheets.

The contractor shall note that all equipment selections approved (or not rejected) by the Engineer or the Employer shall not relieve the contractor to comply with the specification. Any proposed deviations from the specification shall be submitted for approval to the Employer in writing.

### **3.3.3 SPARE PARTS AGENCIES**

The minimum life span of the equipment should be 10 years and certificate in this regard should be submitted from the OEM. Also, OEM should undertake availability of spares/parts of the equipment along with accessories supplied till the shelf life (minimum 10 years) of the equipment.

Where Tenderers offer plant embodying units of manufacture other than those of their principals and for which they are not accredited South African agents, and for which they do not stock spare parts, they shall state in the tender the name of the accredited South African agents from whom spare parts for such units are obtainable.

All providers of major equipment i.e.:

- Controllers
- Control valves and actuators
- Compressors
- Refrigerated air dryers
- Veritable speed drives

Will provide proof that they have had a footprint in South Africa for at least 5 years or in the Western Cape for 3 Years with specific relevance to PSA medical oxygen generating plants. These suppliers will also provide the Employer with a Warrantee of continual support for these items for at least the next 10 years.

In all cases, Tenderers shall furnish an undertaking from agents to the effect that they are prepared to carry the necessary stock of spare parts for their particular units.

Tenderers are also required to furnish the same undertakings as regards the spares for units manufactured by their own principals.

During adjudication of tenders, consideration may be given not only to the cost of the plant offered, but also to the cost of the spares.

#### **3.3.4 SPARES AND CONSUMABLES**

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during contract period.

#### **3.3.5 UNIFORMITY**

All items of the same make and type of equipment shall where at all possible be used throughout the installation, to ensure interchangeability and ease of maintenance. Deviation from the above will only be allowed after receiving within approved from the Chief Engineer.

#### **3.3.6 CODING, LABELLING AND NOTICES**

The language for coding, labelling and notices shall be English.

##### **a) Manufacturer's Nameplate**

All equipment shall be provided with a manufacturer's nameplate, which shall be a copper, anodised aluminium or stainless-steel tag, welded or riveted to the equipment. (No "glue-on" plates will be accepted). The lettering thereon shall be suitable to withstand the climatic and other conditions under which the equipment is to operate.

The nameplates shall display the information required by the relevant SABS specification. At least the following shall be shown:

Manufacturer's name

Model number

Rated working pressure where applicable

Test pressure where applicable

Volume where applicable

Size, Speed, Power input, Power output, FLA

All letters shall be hard-stamped and at least 4mm

Supply, Voltage, etc. whichever may be applicable.

Where such nameplates are to be attached to surge drums or components operating below the dew point of the surrounding air, non-conductive extension pieces of sufficient length must be used so that nameplates are visible outside the insulation.

b) Notices

The Contractor shall install all notices required in terms of Statutory Regulations.

### 3.4 PSA General Specification

- a) The PSA will be contained in a refurbished 6 Meter shipping container. This container shall be fitted with fans. Split type Air-conditioners and at least primary washable pleated filters to minimize the ingress of dust and prevent heat build-up in the container, to ensure that all equipment operate within their design specifications.
- b) The PSA plant will supply Oxygen at a pressure regulated at between 400 and 500kPA by making use of a regulator situated in the container. This pressure will be indicated by an analogue gauge as per STD specification.
- c) Uses pressure swing adsorption (PSA) technology to produce medical oxygen 93%±3 (v/v reference throughout the document) from ambient air.
- d) The plant shall have a minimum electrical efficiency of 0.85 kWh/kg O<sub>2</sub>
- e) The plant will have capacities as indicated below individual with a turndown ratio of at least 5

Site	Total capacity of plant i.e., total for plant comprising 2 units contained in one container.
Beaufort West Hospital	2 of 83 l/min (2 of 7.1 kg/h)
Brooklyn Chest Hospital	2 of 148.5 l/min (2 of 12.7 kg/h)
Ceres Hospital	2 of 83 l/min (2 of 7.1 kg/h)
Vredendal Hospital	2 of 50 l/min (2 of 4.3kg/h)
Wesfleur Hospital	2 of 83 l/min or (2 of 7.1 kg/h)

- f) The plant will be constructed readily available equipment that will be interchangeable with that of other manufacturers e.g. simple variable speed drives should be interchangeable with that of other suppliers say WEG, Yaskawa., and standalone refrigerated air driers, filters with replicable elements.
- g) The plant shall be set-up in a lead-lag configuration, and alternating start-up, each capable of providing the maximum capacities specified.
- h) A controller, monitoring and displaying:
  - a. The Supply oxygen concentration, temperature, and humidity
  - b. Oxygen line pressure before and after regulator
  - c. Supply pressures of each of the compressors.
  - d. Status of compressors
  - e. Status of refrigerated air driers and dew point
  - f. Which one of the 2 concentrators/sieves is in operation, and which one is in generation
  - g. Monitoring of oxygen concentration in the container and shutting off, of plant in compliance with OHSA.

Equipment contained in each of the shipping container:

- a. Oil free compressors mounted on anti-vibration mounts. If reciprocating compressors intercalates may be required
- b. Two sets of filters to ensure compliance with medical air standards.
- c. An air-to-air after cooler – with mechanical automatic drains.
- d. A refrigerated air dryers to match compressors, with mechanical automatic drain
- e. Control board and distribution board with electrical cabling
- f. A medical air receiver with capacities of at least 600l. These may be housed outside the container.
- g. Regulators, valves and interconnecting piping
- h. Duplexed air treatment/molecular sieve devices to permit continuous generation of oxygen: two sets of filters and a pair of molecular sieves.
- i. 15mm valve installed on medical air supply for future use by employer.
- j. At least 2 Air-conditioners of which any of the 2 can dissipate the heat that is generated by the plant.
- k. Ventilation fans and fresh air filter bank.
- l. A Oxygen receiver with capacities of at least 600l. These may be housed outside the container.

### **3.5 Oxygen Concentrator Module :**

The PSA will be a fully automated system Microprocessor based oxygen concentrator module, duplex process valve system with PSA (Pressure Swing Adsorption) Technology.

Each module should be able to produce medical grade oxygen of purity 93%  $\pm$  3 in accordance with Euro Pharmacopoeia / USP XXII Pharmacopoeia. The oxygen should be of medical grade and shall be supplied through oxygen outlet at minimum pressure of 5-6 bar at all times of operations of the generator.

Oxygen Purity: 93%  $\pm$  3

CO: <5 ppm

CO<sub>2</sub>: < 300 ppm

Water Vapour < 67ppm

SO<sub>2</sub>: 0 ppm

NO<sub>x</sub> : 0 ppm

Each vessel will have dual gas baffle and strainer assemblies to protect and contain the molecular sieve. Each molecular sieve shall be a high performing chemically produced zeolite as the molecular sieve media that has been compacted to the correct density by means of vibration to adsorb specific types of molecules (such as water vapour or nitrogen).

Automatic shut off valve should be installed to control the medical oxygen purity and pressure.

The oxygen concentrator system shall have PSA sieve beds with touch screen for display of size not less than 5" for constant control of the quality of oxygen purity and outlet pressure.

Alarms relating to the quality of oxygen supply will be connected to the existing medical alarm panel. A voltage free normally open contact is required for this purpose.

In case of valve malfunctioning, the panel shall have diagnostic tool to pin point exact values in question for fast service.

### 3.6 Oxygen sensor:

Sensor –rated for use with PSA oxygen production (e.g. ultrasonic, galvanic, or equivalent), to be specified by bidder. Minimum requirements are as follows:

- a) Measurement range: 0-100% O<sub>2</sub>
- b) Resolution: 0.1% across all measurements
- c) Accuracy:  $\pm 3\%$
- d) Calibration: minimum required depending on sensor type, to be specified by bidder

### 3.7 The Medical Air Compressors

Each plant will be fitted with a minimum of a compressor, to a maximum of three (3) compressors. If two (2) compressors, then each will be capable of a maximum free air delivery to produce 60% of the total medical air required to generate specified quantity of oxygen (theoretical free air delivery) at 750kPa each.

Compressor motors shall be three phase motors, with speeds not exceeding 1440 rpm. Motors with capacities in excess of 5.5kw will be equipped with star-delta connection or a variable speed drive to limit start-up currents. The compressor installation shall be complete with ancillary equipment as detailed in this specification. NB this detail selection of the equipment to ensure that the plant comply with specified oxygen production quantities remains the responsibility of the contractor.

The compressors shall be able to deliver the required capacities with an inlet air temperature of 35 °C and operate effectively at an ambient temperature of 46 °C.

Sound power levels when measured 3 meters from the container may not exceed 68 dBA.

The compressors shall be open drive compressors produce medically pure "oil free", "moisture free" and "bacteria free" air, and covered by the manufacturer's oil free guarantee with the original tender. The components in oil free compressors that do not require lubrication shall not break down and produce toxic or poisonous vapours or gas.

### 3.8 Refrigerated air dryer

A refrigerated air drier with a light compact design having an efficient capacity regulation system to ensure automatic operation is required for this installation. The refrigerant to be used will be a readily available climate-friendly refrigerant R32, R-404A or AR-410. The medical air be Class 4 < 3°C dew point.

Driers will be selected at conditions as follows: pressure 7 bar g, ambient temperature 35°C, air inlet temperature 35°C, condensing mean temperature 40°C, stated pressure dew points in accordance with ISO 8573-1:2001 standards

The following built-in accessories must be included:

- a) Large access panels for ease of maintenance.
- b) Inlet strainer.
- c) Air-heat exchanger.
- d) Air-refrigerant exchanger.
- e) Water separator with automatic blow down with drain to remove condensate.
- f) Electric dewpoint indicator.
- g) Liquid separator.
- h) Pressure switch.
- i) Filter/drier.
- j) Safety pressure switch.
- k) Automatic pressure regulated expansion valve.
- l) Instrument panel with indication display of pressure, dewpoint, voltage on and standby/run.

The capacity of the air drier must be selected at an air temperature of 35 °C db entering the condenser coil and at an altitude of approximately 800 m above sea level.

### 3.9 Filter Banks. (Compressed air)

The medical supply system will be fitted with two parallel filtration systems each with shutoff valves and non-return valves. (as per figure 1 below). All filters shall be from a well-established supplier and filter cartages shall be readily available in the Western Cape eg Parker, Ingersoll Rand, Donaldson, Omega. For Standardisation filters on all installations shall be of the same make and model.

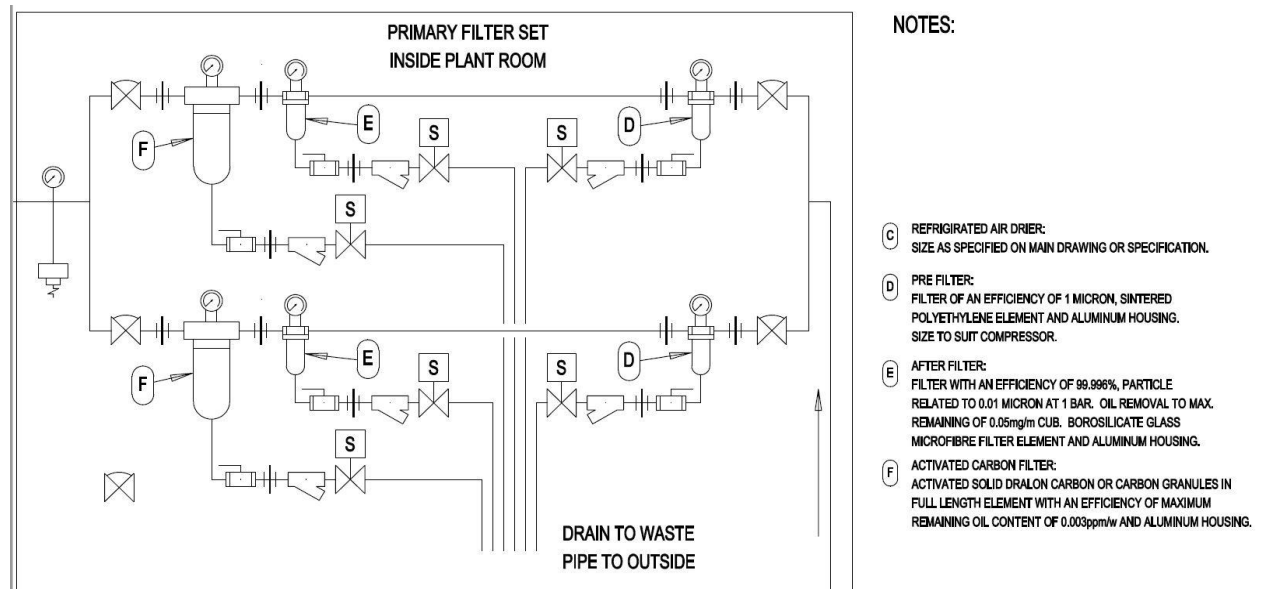


Figure 1: Medical air filtration schematic

Filtration must be done at a level classified as oil and odour free. The refrigerated air dryer in combination with these filters will ensure that the Medical Compressed Air is compliant with Iso 8573-1 (2010) [1:4:1].

1. PRE-FILTER (General purpose)
  - Particle removal down to 1 micron.
  - Oil and water removal - maximum remaining 0,5 ppm.
2. AFTER-FILTER (High efficiency oil and dirt removal)
  - Particle removal down to 0,01 micron.
  - Oil and water removal - maximum remaining 0,01 ppm.
3. ACTIVATED-CARBON-FILTER (Oil vapour and odour removal)
  - Removal of oil vapour and odour - maximum remaining 0,003 ppm.

All filters must have differential pressure gauges to indicate available life span and must have automatic water drains piped to nearest drain.

### 3.10 Medical Compressed Air Receivers

The air receivers will have a capacity of not less than 600 litres each. The receivers shall be of welded construction with dished ends, tested and stamped by an Independent Inspection Authority in term of the Occupation Health and Safety Act: Regulations: Pressure equipment. Pressure Equipment Regulations, 2009 (PER) and South African National Standard (SANS) 347:2012. The receiver must be tested and marked in accordance with BSS 487. It shall be fitted with a safety valve set at 70 kPa above the cut-out point of the mercury control switch and a 75 mm diameter dial pressure gauge with gauge cock. The working pressure shall be marked in red. The receiver shall be galvanised internally and externally.

The tank shall be painted with a suitable metal primer undercoat and final enamel coat, colour Salmon Pink A40 to SABS 1091. The pipe connections to the receiver shall be resilient to absorb vibration. The receiver shall be fitted with suitable automatically operated water trap at the bottom.

Imported pressure vessels shall only be accepted upon the the Employer's agent being presented with:

Notified Body Certificate of compliance

Certificate of Manufacture by Manufacturer

These like certificates from AIA for locally manufactured vessels shall also be included in the maintenance manuals.

All pressure vessels must display a name plate, which is in effect a specification plate. The details given on such a plate should include the following:

Manufactures name.

Country of origin.

Manufactures number.

Date of manufacture.

Name, number and date of standard design.

Maximum permissible operating pressure In Pascal.

Design gauge pressure, in Pascal.

Capacity in cubic metres.

Mark of improved inspection authority.

The receiver shall be fitted with an automatic blow down valve. This valve will be timer controlled.

### 3.11 Oxygen Receivers

The general specifications and compliance with the Occupation Health and Safety Act: Regulations: Pressure equipment and as specified for medical air receivers. Special care and attention shall be given to the cleaning of this receiver to ensure that it complies with the requirements for the storage of oxygen.

Oxygen receivers will be from steel that is able to withstand the negative effects of storing of oxygen. E.g. high-strength low-alloyed, carbon and stainless steels with high strength properties and chemical inertness. The material shall be selected and certified as such by an AIA for the specific operational conditions.

The coating of the inner surface must neutralize the effect of the gas. To make sure it does not react with the metal, special alloying additives and polymer coatings may be applied. The design life for this vessel is 25 years. NB IF coatings are used then coatings shall not break down and produce toxic or poisonous vapours or gas and will comply with ASTM Designation: G 63 – 99 Standard Guide for Evaluating Non-metallic Materials for Oxygen Service or equivalent standard.

### 3.2 Pressure Regulating Valves

There shall be an adequately sized adjustable pressure reducer in the supply to the facility, which shall maintain a constant pressure in the line of a setpoint between 380 and 450 kPa gauge (site dependant). The pressure reducer shall be such that it is possible to adjust the pressure by at least 140 kPa each way when required. They shall be fitted with dial pressure gauges with a dial face of at least 50mm in diameter. Gauges shall be fitted with gauge cocks and shall indicate the line pressure. Manufacturers' flow charts shall be supplied with the regulators. (See Figure 2 below)

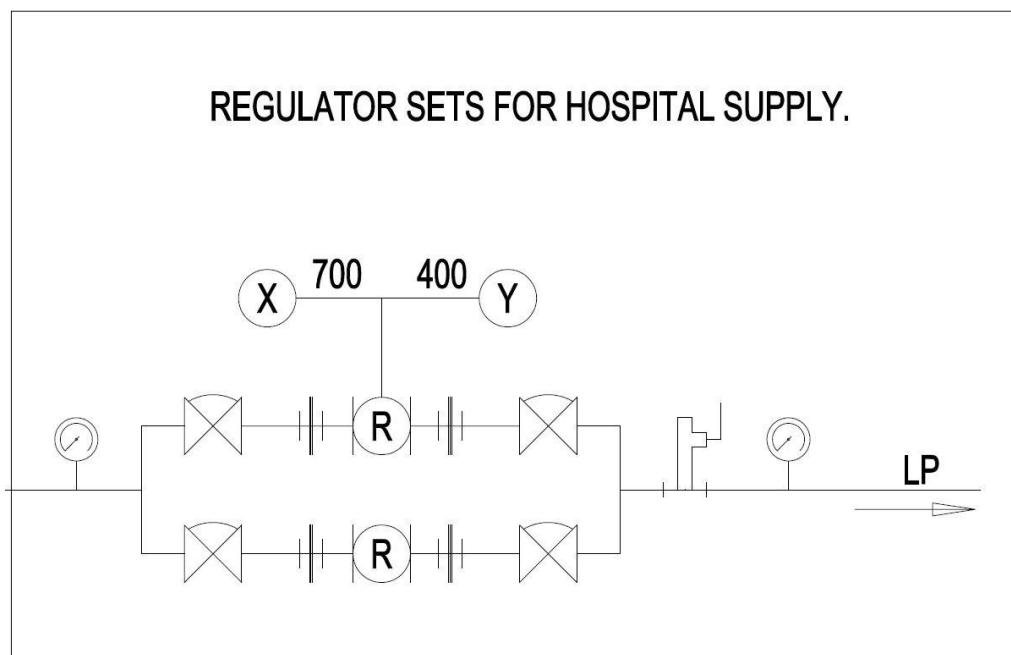


Figure 2: diagrammatic layout for regulator set



### 3.3 Quality of Medical Gas ("MG") copper tubing

All medical gas piping quality, workmanship and installation will comply with paragraph 3 of the Standard Specification.

#### 3.3.1 Pipe sizing and routing

Only capillary hard solder fittings for MG copper class 2 tubing, shall be used. The fittings shall be degreased similar to the Medical Grade copper tubing. On site swedging is not acceptable unless carried out by technicians approved by the duly appointed Engineer/Technologist/Technician (Mechanical).

Medical grade copper tubes joined by means of fittings suitable for capillary hard soldering shall be jointed with hard solder, not soft solder, with working temperatures between 600 °C and 700 °C, using:

- a) Self-fluxing copper/phosphorous/over 7 % content silver rod similar to Afrox Silbralloy.

The recommended heating source shall be an oxygen-liquified petroleum gas flame.

- (b) When using self-fluxing hard solder care must be taken to ensure that the joint is not overheated. Oxygen - Acetylene gas flames must be used with special care.

#### 3.3.2 Pipe supports

Where visible, interior wall mounted piping shall be secured in brass or plastic type holder brackets which can be used on tubing up to 50 mm outside diameter. Pipe runs in roof spaces, covered ways, under eaves and on the outside of buildings, i.e. where not in a space normally inhabited, shall be secured with brass type holder brackets for tubing up to 50 mm outside diameter. Other types of holder brackets which Tenderers may wish to offer, must first receive the approval of the duly appointed official (Mechanical).

The centre distance of supports shall not exceed the following up to and including:

Up to	10 mm outside diameter pipe -	1,00 m
12 to	15 mm outside diameter pipe -	1,25 m
	22 mm outside diameter pipe -	1,80 m
	28 mm outside diameter pipe -	2,50 m
	35 mm to 76 mm outside dia.	3,00m

#### 3.3.3 Pipe bends

Bends in Class 2 tubing shall be free from flattening, buckling or thinning of the tube wall at any point. Form bends are permissible up to 28 mm. Elbow type fittings shall not be used unless for special purposes specified in the contract. Only slow bends shall be used.

### 3.3.4 Painting

Pipe support brackets and clamps shall be dipped galvanised to SABS 763. In addition, they shall be painted for protection with lead plumbate followed by two finishing coats of enamel paint in accordance with the paint manufacturer's recommendations. The piping shall be painted and labelled to comply with the Identification Colour Marking specified in paragraph 11.

### 3.4 Isolating valves

Isolating valves will comply to Section 5 of the standard specification. Isolating valves shall be three-part stainless ball valves. The contractor shall allow for the connection to a copper medical gas line provided by others within 2 meters from the plant.

All valves and fittings shall be clean and degreased and supplied to site in individual heat-sealed plastic bags which may only be opened just prior to installation.

### 3.5 Electrical and Compressor controls

The electrical power will be supplied by the electrical contractor at the DB, the supply of the Distribution/control board and the connection thereof to the electrical supply and equipment forms part of this contract. The automatic lead and lag change over, and indicator lights and controller can be housed inside the applicable DB, but in a clearly defined section of the board.

#### 3.5.1 Compressor controls:

Load and un-load cycle. (For lead compressor only)

The lead compressor must run continually and may only switch off if no pressure drop is detected for a period of 60 minutes.

Unless otherwise indicated the normal operating pressure of the compressor installation must be 1750-850 kPa. A maximum pressure difference of 10% of the normal working pressure is allowed.

Lead/lag operations and automatic lead/lag selection.

In addition to the normal compressor controls the installation should be fitted with a controller that allows for lead/lag operations and automatic lead/lag selection.

Lead/Lag selection must be done to achieve a 60/40 run hour ratio.

The lead/lag operations must ensure that the lead machine carry the base load demand, and the lag machine remain as automatic standby. If the system pressure drops the lag machine must start-up to assist the lead machine to attain system pressure.

Set the pressure/VSD controls as follows :

ON:

Lead compressor: 0 kPa

Lag compressor : Normal working pressure less 15%

OFF:

Lag compressor : Normal working pressure.

### 3.5.2 General electrical requirements:

All electrical wiring within the machine and connections to the source of power shall be fully in accordance with the requirements of:

- a) SANS 10142 – a.a: Code of Practice for Wiring of Premises
- b) The local supplier of power (i.e. Eskom and the Municipality).
- c) PAWC: General specification for electrical installation: Part A

All motors and switchgear must be to the relevant BSS Specification. All equipment shall have a power factor of at least 0.9. Power factor correction can be applied to components or at the plant DB board.

The machine must be fitted with a suitable isolating switch. The motor must be fully protected against over current and low voltage on all phases. All circuits must also be protected by circuit breakers etc. In addition to standard electrical protection the plant will be protected with Phase failure protection

Emergency stop button at compressor

It is essential that wiring is insulated to withstand mechanical damage, or moisture, and that armoured cable be used in Bosal conduit tubing when the machine is connected to the source. It should be noted that the cable should be protected with galvanized or stainless steel "sprag" between the Isolator and the motor connection box.

The board construction shall comply with the relevant SANS codes

### 3.6 Control panel/DB Construction

The control panel shall be a totally enclosed, fabricated from epoxy coated 3CR12 steel panels.

All equipment shall be mounted behind the front plate on suitable supports.

All equipment connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed standard square panel key quarter turn cam latch.

All pushbuttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with the control wires in flexible looms.

The steelwork of the boards shall be manufactured from 1.6 mm Grade 304 Stainless Steel or alternatively epoxy coated 1.6mm 3CR12.

Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals and circuits shall be clearly marked.

Suitable flash arrestors shall be installed on the main switchgear.

Only multi strand panel wire will be allowed on control circuitry. All wires and equipment in db and control boards will be labelled/ numbered and shall correspond to those on DB layout drawings and wiring diagrams. All wires will be terminated in a crimp fitting.

A copy of the wiring diagram and Board layout will be laminated and fixed to the inside of the panel door. Control wiring shall be run in PVC trunking. The trunking shall be properly fixed to the control panel steelwork. Adhesives shall not be acceptable for the fixing of trunking or looms.

The automatic control and protection equipment shall be mounted as specified in the General Technical Specification for Electrical Standby Generating Plant.

All equipment on the control panel such as contactors, isolators, busbars etc. shall have ample current carrying capacity to handle at least 110% of the alternator full load current. Isolators and Circuit Breakers shall have a fault rating of at least 10kA.

### 3.6.1 Control panel Instruments

The minimum control panel equipped is as follows;

One flush, analogue square-dial voltmeter indicating supply voltage to the board with a full scale deflection of 500V. In this case a six position and off selector switch must be installed for reading all phase and phase to neutral voltages.

Three flush, square-dial, combination maximum demand and instantaneous ampere meter for each phase with re-settable pointer suitable scaled 20% higher than the plant rating. These instruments shall be supplied complete with the necessary current transformer.

Two of six-digit running hour meter with digital counter reading the number of hours the plant has been operating. The smallest figure on this meter must read 1/10 hour, i.e. one for each of the compressors

Fuses or MCBs for the potential voltage circuits of the meters.

LED indicator lights indicating Run/Trip for each of the compressors

Manual/Auto/Off Switches

### 3.6.2 Moulded case energy limiting circuit breakers

These breakers shall be of the fault current limiting type, rated for up to 150 kA fault. Fault limitation is to be achieved using a combination of magnetic principles, including cross connection of fixed contacts, and both repulsion and attraction circuits activated under fault conditions. A separate current limiting compartment is to be provided, with a gas producing insert to smother arcs as well as arc shoots.

The performance of these breakers up to 150 amps shall be guaranteed to protect 5 kA zero switching MCB's on the downstream side of a 500 kVA, 4.5% impedance 11000/400 Volt transformer, independent of cable or buss bar impedance.

The units shall be suitable for vertical or horizontal mounting.

### 3.6.3 Miniature circuit breakers (M.C.B.'s)

Miniature circuit breakers shall be of the hermetically sealed magnetic and thermal trip types, or hydraulic-magnetic with inverse time relay characteristics on low overloads and high-speed tripping on short circuit faults. The switch action shall trip-free.

The rupturing capacity shall be a minimum of 5000 amps unless otherwise specified. Terminals on the breakers shall preferably be of the bolt and nut type to accept cable lugs. Only where this is not possible, will the pressure type terminal where the conductors are inserted into the terminal and held in position by a pinching screw which covers the full width of the aperture, be accepted.

### 3.6.4 Earth leakage relay and breakers

An Earth leakage will be fitted to each of the Phases in every DB board.

This relay shall be fully sealed, dust and moisture proof. Construction shall also be such as to render the unit completely tamperproof.

The principle of operation shall be core balance and nominal sensitivity shall be 30 mA.

The relay shall be used in conjunction with a suitable double or triple pole disconnect or circuit breaker with shunt trip as specified especially recommended or approved by the relay manufacturer for the purpose.

Alternately the relay and circuit breaker may be a complete unit.

### 3.6.5 LEGEND AND LABELLING:

EACH DISTRIBUTION BOARD SHALL BE PROPERLY LABELLED. THE LABELS AND LEGENDS SHALL BE IN ACCORDANCE WITH THE GENERAL TECHNICAL SPECIFICATION FOR ELECTRICAL INSTALLATIONS FOR THE PROVINCIAL GOVERNMENT WESTERN CAPE. NO STICK-ON PVC LABELS WILL BE ACCEPTED.

### 3.6.6 Labelling switchgear

All new switchgear and equipment installed in switchboards, plus disconnect boxes, cables, etc., shall be clearly labelled as indicated elsewhere in this specification.

### 3.6.7 Identification of cables and wiring

Cables shall be identified at all terminations by means of punched metallic bands or marked with labels or tags. (Refer also to SANS 10142). The use of PVC tape with punched characters for identification of cables is not acceptable.

All wires shall be labelled i.e. wire labelled at DB-board (Figure 3) as well as at point that is being supplied e.g., light switch, socket outlet and isolator.

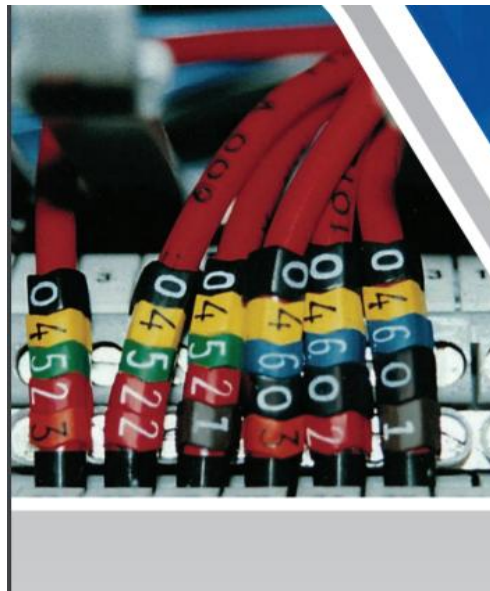


Figure 3: Typical example of labelling of wiring circuits in DB-boards

### 3.7 CONTAINERS:

Containers shall be fully refurbished and painted white in colour to limit heat gain due to radiation.

All louvers, washable filters, ventilation fans and any other equipment required to ensure that the air quality and ambient temperatures inside the container remains within the operating conditions of the original manufacturers of equipment is the responsibility of the tenderer and shall be included in the tender price.

In addition, each container shall be fitted with Two split type Air-conditioning units.

The units shall be of the inverter type and shall make use of R32A refrigerant. Daikin and Samsung units are preferred due to availability of spares, after sales service, technical support in the Western Cape and availability of spares for 10 years after end of production of a specific model.

Electrical installation will be as per specification above. In addition to the electrical installation to ensure that the plant is fully operational, the container will be fitted with two 1.5m LED tube light having sufficient system wattage cool white with Nominal luminous flux 2100 (Absolute Minimum) total lumen per Lamp. The Lamp shall be 1500 mm length with G13 base to fit Fitting and in built constant current driver. These will be switched from a single switch located at the door. In addition, two switch electrical socket outlets will be fitted to the container in central, easily accessible positions for maintenance and cleaning purposes. Switch socket outlets will carry the SABS mark.

Containers shall comply with the Maersk or Hapag-Lloyd specifications.

All containers shall be watertight.

Construction:	Steel frame and sandwich walls
Nominal Internal Dimensions	
Length: (nominal)	6 meters
Width: (nominal)	2.3 meter
Height: (nominal)	2.4 meter
Floor	Existing floor to be fitted with interlocking "rubber" (flexible PVC tiles) of a thickness of at least 5.2mm. No edging is required, and floor cover can bud-up against the sides of the container.
Surface preparation	All steel components will be short blasted to Sa 2. SANS 0.64. Wire brushing will be considered if certified by paint manufacturer.
Painting steel	1st primer: Zinc rich primer -Min. 30-micron DFT 2nd primer: Polyamide epoxy -Min. 40-micron DFT 3rd Top: Vinyl high build -Min. 40-micron DFT NB five-year guarantee by supplier
Painting M.G.S.S.	1st primer: Polyamide epoxy -Min. 40micron DFT 2nd Top: Vinyl high build -Min. 40micron DFT NB Five-year guarantee by supplier.
Alternative paint solutions will be considered if from a reputable supplier in the shipping industry. Provided that the supplier will inspect and certify every step in the coating process and guarantee the product for a period of five years.	

Doors shall be lockable. Locking mechanism shall be similar to Bloxwich BE2577MN. It is important that locks should be tamper proof and be protected against vandalism.

Nb to meet specified sound pressure requirements it may be necessary to apply sound absorbing material to the container e.g. 40mm closed cell polyurethane foam.

## **4 Constraints on how the Contractor Provides the Works**

The works are to be executed subject to the following constraints:

### **4.1 Working Areas including sharing thereof by other contractors, staff, and members of the public**

*Employer's direct contractors* The *Employer* may instruct work to be executed and installed in the works by one or more direct contractors, with the understanding that:

- The *Contractor* permits all such work by direct contractors;
- The type and extent of such work is described in the tender document, and the *Contractor* makes reasonable provision in his work program for such work;
- The payment of direct contractors is the responsibility of the *Employer*;
- A direct contractor is subject to reasonable controls as required by the *Contractor* and all direct contractors, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct contractors, are the direct responsibility of the *Employer*; and

### **4.2 Site Conditions**

It will be required of the contractor to work on a fully functional facility. Extra care must be taken not to cause injury or harm to staff or visitors or to cause delays on the facility site.

Work areas must be made secure so that visitors cannot enter the construction site.

If electric tools are being used, it must be tested by the Workshop which will issue a document that the tools are safe to use inside the hospital. For all grinding, welding or flame work a hot work permit must be issued for that specific day.

### **4.3 Occupational Hygiene & Safety**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All Contractors must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction

### **4.4 Plant and Scaffolding**

The tenderer must provide all plant, scaffolding, crantage, ladders, cables, etc., and must make due allowance in his tender, therefore. The Tenderer shall allow in the Quotation for all labour, material, construction plant, temporary works and everything else necessary for the execution and completion of the Works in accordance with the Quotation documents. Only new material of high quality that conform

### **4.5 Negligence**

Where any known facility/ service is damaged due to the Contractor's negligence, the Contractor will make good such damage or bear the cost of the repairs.



#### **4.6 Hours of Work**

The Contractor shall undertake to carry out the works during normal working hours. PRIOR arrangements for working outside normal working hours MUST BE MADE by the Contractor which must be approved in writing by the User Department or CEO of the Institution. Such work done outside normal working hours shall be at the Contractor's own risk and costs. Normal working hours is from Monday till Fridays from 7h30 – 16h00.

#### **4.7 Site Security**

All Contractor's staff to report to the Workshop or designated facility representative before undertaking any servicing, repair or maintenance work. All staff must wear the company uniform or dress displaying the company Logo and must have Identification tags to display the company name, personnel name and photo of employee.

#### **4.8 Rubbish & Waste**

**All rubbish and waste arising from the work shall be removed by the Contractor on a daily basis before he/she leaves the site, to leave the site(s) and building(s) clean, hygienic and tidy to the satisfaction of the Employer's Representative on site.**

#### **4.9 Utilities**

**The contractor to supply ablution facilities for their workers. Water and electricity will be supplied if within 30 meters from the construction site.**

#### **4.10 Tender Documentation**

Should there be any discrepancies between the Specification in the Tender Documentation and the drawings or list of applicable documents in section 2 of this document, it should be raised during the tender briefing and be clarified with Mr Cornel Badenhorst or Mr Stephan Reichert in writing. The latest revisions of any Specification or Code issued by the SABS/ISO or other Standards referred to in this Specification, will be applicable. This specification has preference over any additional documentation submitted by the Tenderer. Deviations from this specification will only be considered if indicated as such in this document. If the Tenderer wishes to clarify certain aspects of his offer, he may do so in an additional document that will be subject to the aforementioned preference.

#### **4.11 Terms of Payment and Structure of Contractor's Invoice**

All payment claims must be submitted by means of an invoice to the Employer's Agent for review and processing for completed work activities on site. The invoice shall clearly indicate the tender number which is the order number, facility and project name. In addition the invoice will have an invoice number, date, contractor's company name, address and bank details.

#### **4.12 Compensation Events**

Compensation Events shall only be considered in isolated cases. All compensation events shall be approved in writing by the *Employer's Agent* for the Contractor to action.



#### **4.13 Construction Site & Plant & Equipment**

For safety purposes the construction site shall be cordoned off to secure the construction site when the Contractor starts with his/her work. The plant and equipment used on site shall not interfere with the activities of the facility or hospital or obstructing the entrances or road inside the buildings or on the premises. Flushable or chemical toilets shall be provided by the contractor to his/her workers during the contract period.

#### **4.14 Claims for Delays & Inclement Weather**

Rain and inclement weather claims will only be approved by the Employer's Agent if external works were to be carried out on the days claimed. No claims for inclement weather will be entertained if internal work activities (if any) could have been carried out during the specified period.

#### **4.15 Notices**

The Contractor shall install all notices required in terms of Statutory Regulations and shall amongst others, include the following:

- Prohibiting unauthorised persons from entering.
- Prohibiting unauthorised persons from handling or interfering with electrical apparatus.
- Directions and procedures to be followed in case of fire.
- Instructions for resuscitation of persons suffering from the effects of electrical shock.

#### **4.16 Storage of material**

The Contractor shall provide the necessary storage facilities to ensure that all material and equipment is safely stored and protected against any possible loss or damage. If storage is provided on-site, it will be used at own risk and no claims due to theft or damage of stored equipment will be entertained. The area shall be left neat and tidy at the conclusion of the contract.

#### **4.17 WARRANTY and CMC CONDITIONS:**

Warranty period - 3 years from the date of installation and commissioning.

CAMC (Comprehensive Annual Maintenance Contract) period - 3 Years from the date of installation and commissioning.

- a) A Comprehensive Maintenance Contract with the supplier for a period of 3 years after commissioning with the possibility to extend the contract for a further two years.
- b) Plant performance shall be remotely monitored by the supplier.
- c) This maintenance will be done in accordance with the original manufacturer's requirements to ensure compliance with the requirements with the warranty. It should be noted that it should not be limited to the aforementioned but will include general housekeeping, cleaning of the internal of the container and everything necessary to ensure the constant reliable supply of medical air and Medical oxygen to the facility.
- d) The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC. Provision is made in the Price schedule for the CMC and should be priced accordingly.

Payments for this portion of the contract shall be made three (3) monthly after 4 monthly services. Proof of service will be a signed off Job Card by the Employer's representative on site.

- e) **Emergency calls shall be attended to immediately within 72 hours failing to re-instate an adequate supply of medical oxygen from the PSA to the facility the client will impose penalties at a rate of R1000 per plant per day and have the right to employ another Contractor and deduct the resulting cost from monies owed to the Contractor for this project or other projects for Health Department.**
- f) Frequency of visits to all User Institution concerned during Warranty/CMC. One visit every 3 months (4 visits in a year) for periodic/ preventive maintenance and any time for attending repairs / break down calls.
- g) Uptime in a year: The bidder shall ensure uptime of 90%. The bidder shall provide up-time warranty of complete equipment, the uptime being calculated on 24 (hrs) X 7 (days) basis, failing which the extension of Warranty period will be extended by double the downtime period.
- h) If any defect is not remedied within a reasonable time the purchaser may proceed to procure such defective quantities at the Supplier's risk and cost from other tenderer or open market, but without prejudice to other rights which the purchaser may have against the contract in respect of such defects

## **5 EVALUATION AND SELECTION CRITERIA**

A three-stage evaluation process will be employed. In Stage 1 (Compliance), all bids received will be checked for compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage 2 (Technical Evaluation - Compliance-Based).

Bidders who comply with all mandatory technical requirements in Stage 2 will proceed to Stage 3 financial evaluation (Price and Specific Goals) in accordance with the 80/20 Preferential Procurement Point System as per the Preferential Procurement Policy Framework Act.

### **STAGE 1: COMPLIANCE**

Bidders must comply with the set of compliance requirements listed below and **MUST** submit evidence to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the proposal.

#### **STAGE 1 EVALUATION**

- Central Supplier Database Registration Report (not older than 3 months).
- SAHPRA Registration Certificate
- SBD1, SBD 3.1, SBD4, SBD6.1, SBD7.1, SBD8, SBD9 (Completed and signed)
- South African entity registration documents, i.e., CIPC, NPC, etc.
- Valid B-BBEE certificate or affidavit.
- Valid SARS Tax Compliance Status Pin.

## STAGE 2: FUNCTIONALITY

All offers shall be supported by descriptive literature, brochures and technical data sheets to support the responses to the specifications

### CRITERIA 1: Compliance with Technical Specifications

Sub-Criterion	Complies (Yes/No)	Comments
Oxygen Purity & Safety Compliance (93% $\pm$ 3%)		
Compressor Specs (oil-free, efficiency)		
Compressor motor Capacity (kW) and rpm. Three-phase or single-phase.		
Control Systems & Alarms (PLC, display, diagnostics)		
Electrical Compliance (SANS 10142)		
Gas Pipeline & Receiver Compliance (PER, SANS 7396)		
Modular PSA Design & Interchangeability		
Plant sound pressure (noise) at 3meters from enclosure		
Make and model of split type AC units for plant producing 83l/min		
Make and model of split type AC units for plant producing 148l/min		
Performance details of refrigerated Air dryers ambient operating temperature, dewpoint, capacities for 83l/min units		
Performance details of refrigerated Air dryers ambient operating temperature, dewpoint, capacities for 148l/min units		
Energy consumption of plant (kWh/kgO <sub>2</sub> )		

### CRITERIA 2: Equipment and Components Offered

Sub-Criterion	Complies (Yes/No)	Comments
Quality and Certification of Components		
Interchangeability of Parts		
Redundancy and Reliability Features		

**CRITERIA 3: Experience and Track Record**

Sub-Criterion	Complies (Yes/No)	Comments
Similar Installations in SA Public Sector		
Reference Feedback & Proven Performance		

**CRITERIA 4: Accreditation and Compliance**

Sub-Criterion	Complies (Yes/No)	Comments
SAHPRA Registration		
Standards Compliance (ISO/SANS)		

**CRITERIA 5: Local Footprint and Support**

Sub-Criterion	Complies (Yes/No)	Comments
Presence in SA/Western Cape		
Technical Support and Parts Availability		

**CRITERIA 6: Training and Documentation**

Sub-Criterion	Complies (Yes/No)	Comments
User and Maintenance Training		
Operating & Maintenance Manual Quality		

**CRITERIA 7: Innovation and Value-Added Services**

Sub-Criterion	Complies (Yes/No)	Comments
Added Value and Innovation		

**CRITERIA 8: Warranty and Service Commitments**

Sub-Criterion	Complies (Yes/No)	Comments
Warranty Coverage		
Maintenance Support Commitment		

### STAGE 3: PREFERENCE POINTS SYSTEM 80/20

- The final award of this bid will be based on the Preference Points System where 80 is for Price and 20 for the Specific Goals.
- SBD 6.1 must be submitted to claim points for the Specific Goals. Additional information may be requested to verify points claimed for the Specific Goals.
- Price must be in South African currency and must be inclusive of VAT.
- Service Providers are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknown costs will be accepted).
- Price will be evaluated based on 80 points and applicable formula of calculating points.

SBD 6.1 must be used to claim points for the specific goals IN PAGE 55 and attach proof to claim points where it is necessary. **Proof of documents are required as follows, Proof of company Registration documents which indicates share interests of members, Certified copies of South African Identity documents, Medical Certificate to claim points for disability.**

SPECIFIC GOAL CATEGORY	ALLOCATION OF POINTS 20
<b>Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</b> <ul style="list-style-type: none"> <li>▪ 51% or more Black owned enterprises</li> <li>▪ 10%- 50% Black ownership</li> <li>▪ Less than 10% Black Ownership</li> </ul>	8 4 0
<b>Women Ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Women Ownership</li> <li>▪ 10%- 50% Women Ownership</li> <li>▪ Less than 10% Women Ownership</li> </ul>	6 3 0
<b>Disability</b> <ul style="list-style-type: none"> <li>▪ 51% or more Disability Ownership</li> <li>▪ 50%- 10% Disability Ownership</li> <li>Less than 10% Disability Ownership</li> </ul>	2 1 0
<b>Locality</b> <ul style="list-style-type: none"> <li>▪ Within Western Cape</li> <li>▪ Outside Western Cape</li> </ul>	4 0
<b>TOTAL</b>	<b>20</b>

**SDBD 3.1**

DESCRIPTION OF PRODUCT		BID PRICE IN SA CURRENCY INCL. VAT
<b>SUPPLY, INSTALLATION, AND MAINTENANCE OF MULTIPLE PSA UNITS AT HOSPITALS IN THE WESTERN CAPE FOR A PERIOD OF 36 MONTHS</b>		R

**PRICING SCHEDULE (PURCHASES)**

NAME OF BIDDER: _____	BID NUMBER: <b>IHPS-001-2025</b>
CLOSING TIME : <b>11:00 MONDAY, 26 MAY 2025</b>	
OFFERS SHALL BE VALID FOR <b>120 DAYS</b> FROM THE CLOSING DATE OF BID	

**Note: The questionnaire below must be completed in full by replying to each question.**

- A. Period required for commencement of contract after acceptance of bid .....
  - B. Is offer strictly to specification? .....
  - C. Are you the manufacturer? Please circle your option. **YES/NO**
  - D. If not, indicate deviations on attached specification or separate sheet.
  - E. Period required for delivery. ....
  - F. Please state packaging offered if applicable. ....
  
  - G. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
  - H. If so, state your VAT registration number .....
  - I. Are the prices quoted for the service firm for the full contract period? **YES/NO**
- If the prices are not firm for the full period, please complete form SBD 3.2/2
- J. Is the delivery period firm? Please circle your option. **YES/NO**
  - K. Indicate guarantee period .....
  - L. What is the approximate value of spares carried in stock in South Africa for this particular make and model of machine R \_\_\_\_\_

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

## Pricing schedule

### **SCHEDULE: Price List**

The Price List (refer to table below) for this contract of this document, and consists of the following sections:

- **Section A:** Supply, delivery, installation, connection, testing and commissioning of Pressure Swing Adsorption Medical Oxygen Generators.
- **Section B:** Three Year Warrantee & Comprehensive servicing, and maintenance thereof for a period of 36 months.
- **Section C:** Labour rates applicable for additional work

### **IMPORTANT: Please note the following:**

1. Ensure that the price list is fully priced and returned with your tender submission. Failure to do so or incomplete pricing will invalidate your tender.
2. Ensure that the pricing totals in Sections A, B and C of the prices from there to the Pricing Schedule on page 1 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender conditions for the requirements pertaining to submission of the priced document and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Works Information must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and therefore ineligible for award.
5. All items in Sections A and B are to be priced EXCLUSIVE of VAT.
6. All items in the Sections A and B must be priced. Non-priced items may render your tender invalid – please see the Tender conditions for details.
7. No conditional pricing or hidden costs will be accepted.



Price List: (Vat Excluded)					
Supply, Installation and Commissioning of Pressure Swing Adsorption Medical Oxygen Generators					
Items will include standard consultation, installation, commissioning, and tests as set out in the specification and shall be assumed to include all costs to perform the work as described in the specification.					
Item	Description	Unit	Qty	Rate/Unit	Amount
Price list: Section A: Supply, delivery, installation, connection, testing and commissioning of Pressure Swing Adsorption Medical Oxygen Generators.					
1	PSA oxygen generating system capable of a continuous supply of 93% pure Medical Oxygen. Capacities shall be at variable output to a continuous output at capacities specified @ 500kPa – Containerised in 20FT refurbished shipping container				
1.1a	Supply install and commission PSA Package unit with capacity of 83 l/min – 7.1 kg/h at Beaufort West Hospital	unit	2		
1.1b	Delivery and rigging into position at Beaufort West Hospital	unit	2		
1.2a	Supply install and commission PSA Package unit with capacity of 83 l/min – 7.1 kg/h at Wesfleur Hospital	unit	2		
1.2b	Delivery and rigging into position at Wesfleur Hospital	unit	2		
1.3a	Supply install and commission PSA Package unit with capacity of 83 l/min – 7.1 kg/h at Ceres Hospital	unit	2		
1.3b	Delivery and rigging into position at Ceres Hospital	unit	2		
1.4a	Supply install and commission PSA Package unit with capacity of 50 l/min – 4.3kg/h at Vredendal Hospital	unit	2		
1.4b	Delivery and rigging into position at Vredendal Hospital	unit	2		
1.5a	Supply install and commission PSA Package unit with capacity of 148.5 l/min – 12.7kg/h Chest Hospital	unit	2		
1.5b	Delivery and rigging into position at Brooklyn Chest Hospital	unit	2		
	Total Section: A Excl VAT Price Summary				

**Price list: Section B: Three Year Warranty & Comprehensive servicing, and maintenance thereof for a period of 36 months.**

Warranty and Comprehensive Maintenance Contract. Total cost of 4 monthly maintenance and servicing required as specified over the period of 36 months will be calculated and claimed in equal instalments after every 3 monthly service. These prices shall be all inclusive of traveling, S&T, spares and all sundries. NB any extensions to this contract will be at the rates quoted below.

CPI will be applied for escalating these rates after 36 months should the contract be extended

1	3 Year Warranty per unit	10	unit		
2	6 monthly purity tests by independent laboratory per unit	60	unit		
3a	4 monthly service and comprehensive maintenance Beaufort West Hospital	9	Unit		
3b	4 monthly service and comprehensive maintenance Wesfleur Hospital	9	Unit		
3c	4 monthly service and comprehensive maintenance Ceres Hospital	9	Unit		
3d	4 monthly service and comprehensive maintenance Vredenburg Hospital	9	Unit		
3e	4 monthly service and comprehensive maintenance Brooklyn Chest Hospital	9	Unit		
	Total Section: B Excl VAT to Price Summary				

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

## Price List – Section C – Labour rates applicable for additional work

**All quantities in this part of the price list are provisional and are estimations only**

3.1	Client Contingency	Item			4 000 000	00
3.2	<p>Default percentage mark-up paid to tenderer for additional spares or sub-contracted services. Based on an amount of R 30 000</p> <p>Insert default mark-up percentage under quantity and the percentage amount in Rands under cost.</p> <p>Max 15%</p> <p>Example</p> <p>10% mark-up on Cost of R 100 000= R 10 000</p>	%				
3.3	<p>Additional Call outs at normal working hour rates:</p> <p>Note: Afterhours, Saturdays and Publ. Holidays will be at 1.5 x normal rates. Sundays will be at 2 x Normal rates</p>					
	3.3.1 Qualified Technician	hr	24			
	3.3.2 Qualified Artisan	hr	16			
	3.3.3 General Assistant / Labourer	Hr	20			
3.4	<p>Callout Rate/ Travelling Rate per kilometre in Rand from Contractor's workshop to site and back not relating to routine maintenance tasks. Travel rate to include labour time used for traveling by maintenance team</p>	km	3000			
<b>Sub-Total Section C of Price list carried forward to Price Summary</b>						

Price Summary

The total price offer, EXCLUSIVE of VAT for all work specified in the Price List, is as follows:

Price carried from Price List Section A:	R.....
Price carried from Price List Section B:	R.....
Price carried from Price List Section C:	R.....
Sub Total:	R.....
Add VAT at 15%	R.....
TOTAL to be caried over to SBD 3.1:	R.....

**This total price offer is to be carried over to SBD 3.1: PRICING SCHEDULE (PURCHASES)**

AUTHORISED SIGNATURE OF TENDERER

## DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

### 1. Firm prices

- 1.1 Firm prices mean **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**

- 1.2 Firm prices linked to fixed period adjustments, i.e. three tier prices (firm 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year prices), and only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

**Note:** All claims for rate of exchange must be made **within 60 days of delivery** in order for bidders to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Employer

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

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

## 2. Non-firm prices

**Non-firm prices** are prices **linked to proven adjustments**.

- 2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

- 2.2 In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

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

3. **The following index/indices was/were used to calculate the bid price:**

3.1 Index .....dated                      Index .....dated                      Index.....dated

Index .....dated                      Index .....dated                      Index .....dated

3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

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

**PLEASE NOTE:** Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member: .....
- Name of state institution at which you or the person connected to the bidder is employed : .....
- Position occupied in the state institution: .....
- Any other particulars:
- .....
- .....
- .....
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
- .....
- .....
- .....
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
- .....
- .....
- .....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
.....  
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH  
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE  
FALSE.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of bidder**

May 2011

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

**SBD 6.1**

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

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

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 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

1.5 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 proposals, 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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, of 80/20 preference points 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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the Bidder)
<b>Black Ownership:</b> <i>Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i> <ul style="list-style-type: none"> <li>51% or more Black owned enterprises</li> <li>10%- 50% Black ownership</li> <li>Less than 10% Black Ownership</li> </ul>	8  4  0	
<b>Women Ownership</b> <ul style="list-style-type: none"> <li>51% or more Women Ownership</li> <li>10%- 50% Women Ownership</li> <li>Less than 10% Women Ownership</li> </ul>	6  3  0	
<b>Disability</b> <ul style="list-style-type: none"> <li>51% or more Disability Ownership</li> <li>50%- 10% Disability Ownership</li> <li>Less than 10% Disability Ownership</li> </ul>	2  1  0	
<b>Locality</b> <ul style="list-style-type: none"> <li>Within Western Cape</li> <li>Outside Western Cape</li> </ul>	4  0	
<b>Total</b>	<b>20</b>	

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: 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.)**

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

### TYPE OF COMPANY/ FIRM

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

4.5. 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 because 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**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described to the institutions listed in the Pricing Schedule in accordance with the requirements and specifications stipulated in bid number **IHPS-001-2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....  
accept your bid under reference number IHPS-001-2025 dated.....for  
the supply of goods/works indicated hereunder and/or further specified in the  
annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the  
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice  
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

**<sup>3</sup> 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.**



10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **4.1 DEFINITIONS**

The following terms shall be interpreted as indicated:

- 4.1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 4.1.2 **"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.
- 4.1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 4.1.4 **"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.
- 4.1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 4.1.6 **"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.
- 4.1.7 **"Day"** means calendar day.
- 4.1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order
- 4.1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 4.1.10 **"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.
- 4.1.11 **"Dumping"** occurs when a private enterprise abroad markets 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.
- 4.1.12 **"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.
- 4.1.13 **"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.

4.1.14 “**GCC**” means the General Conditions of Contract.

4.1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

4.1.16 “**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.

4.1.17 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

4.1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.

4.1.20 “**Project site**,” where applicable, means the place indicated in bidding documents.

4.1.21 “**Purchaser**” means the organization purchasing the goods.

4.1.22 “**Republic**” means the Republic of South Africa.

4.1.23 “**SCC**” means the Special Conditions of Contract.

4.1.24 “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as but not limited to: installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

4.1.25 “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **4.2 APPLICATION**

4.2.1 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.

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

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

### **4.3 GENERAL**

- 4.3.1 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.
- 4.3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin and at least one leading national newspaper. 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](http://www.treasury.gov.za).

### **4.4 STANDARDS**

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

### **4.5 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

- 4.5.1 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.
- 4.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 4.5.1 except for purposes of performing the contract.
- 4.5.3 Any document, other than the contract itself mentioned in GCC clause 4.5.1 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.
- 4.5.4 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.

### **4.6 PATENT RIGHTS**

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.

### **4.7 INSPECTIONS, TESTS AND ANALYSES**

- 4.8.1 All pre-bidding testing will be for the account of the bidder.
- 4.8.2 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 representative of the Employer or an organization acting on behalf of the Employer.
- 4.8.3 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.

- 4.8.4 If the inspections, tests and analyses referred to in clauses 4.8.2 and 4.8.3 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.
- 4.8.5 Where the supplies or services referred to in clauses 4.8.2 and 4.8.3 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.
- 4.8.6 Supplies and services which are referred to in clauses 4.8.2 and 4.8.3 and which do not comply with the contract requirements may be rejected.
- 4.8.7 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.
- 4.8.8 The provisions of clauses 4.8.4 to 4.8.7 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 4.23 of GCC.

#### **4.8 PACKING**

- 4.9.1 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.
- 4.9.2 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.

#### **4.9 DELIVERY AND DOCUMENTS**

- 4.10.1 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.
- 4.10.2 Documents to be submitted by the supplier are specified in SCC.

#### **4.10 INSURANCE**

- 4.11.1 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.

#### **4.11 TRANSPORTATION**

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

#### **4.12 INCIDENTAL SERVICES**

- 4.13.1 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, furnishing of a detailed operations and maintenance manuals for each appropriate unit of the supplied goods;
  - c) 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 ;
  - d) obligations under this contract; and 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.
- 4.13.2 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.

#### **4.13 SPARE PARTS**

- 4.14.1 As specified in the 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.

#### **4.14 WARRANTY**

- 4.14.1 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 actor omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 4.14.2 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.
- 4.14.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 4.14.4 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.
- 4.14.5 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.

#### **4.15 PAYMENT**

- 4.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 4.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 4.16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) Business days after submission of an invoice or claim by the supplier.
- 4.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **4.16 PRICES**

- 4.17.1 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.

#### **4.17 CONTRACT AMENDMENTS**

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

#### **4.18 ASSIGNMENT**

- 4.19.1 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.

#### **4.19 SUB-CONTRACTS**

- 4.20.1 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.

#### **4.20 DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 4.21.1 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.

- 4.21.2 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/her 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.
- 4.21.3 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.
- 4.21.4 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.
- 4.21.5 Except as provided under GCC Clause 4.25, 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 4.22, unless an extension of time is agreed upon pursuant to GCC Clause 4.21.2 without the application of penalties.
- 4.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

#### **4.21 PENALTIES**

- 4.22.1 Subject to GCC Clause 4.25, if the supplier fails 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 as indicated in clause 2 of the SCC. The Purchaser may also consider termination of the contract pursuant to GCC Clause 4.23.

#### **4.22 TERMINATION FOR DEFAULT**

- 4.23.1 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 perform any or all of the services specified in the contract within the timeframes so agreed, or within any extension thereof granted by the purchaser pursuant to GCC Clause 4.21.2;
  - 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.
- 4.23.2 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.

4.23.3 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.

4.23.4 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) Business days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) Business days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

4.23.5 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.

4.23.6 If a restriction is imposed, the purchaser must, within five (5) Business 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.

4.23.7 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, 2004 (Act 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.

#### **4.23 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

4.24.1 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.

#### **4.24 FORCE MAJEURE**

- 4.25.1 Notwithstanding the provisions of GCC Clauses 4.22 and 4.23, 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.
- 4.25.2 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.

#### **4.25 TERMINATION FOR INSOLVENCY**

- 4.26.1 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.

#### **4.26 SETTLEMENT OF DISPUTES**

- 4.27.1 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.
- 4.27.2 If, after thirty (30) Business 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.
- 4.27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 4.27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 4.27.5 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.

#### **4.27 LIMITATION OF LIABILITY**

- 4.28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 4.6;
  - 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.

#### **4.28 GOVERNING LANGUAGE**

- 4.29.1 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.

#### **4.29 APPLICABLE LAW**

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

#### **4.30 NOTICES**

- 4.31.1 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
- 4.31.2 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.

#### **4.31 TAXES AND DUTIES**

- 4.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 4.32.3 A local supplier shall be entirely responsible for all taxes, duties, and license fees incurred until delivery of the contracted goods to the purchaser.
- 4.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Employer 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.

#### **4.32 PROHIBITION OF RESTRICTIVE PRACTICES**

- 4.32.1 In terms of section 4 (1) (b) (iii) of the Competition Act, 1998 (Act 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).
- 4.32.2 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, 1998 (Act 89 of 1998).
- 4.32.3 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**

THIS BID IS DUE AT **11:00 on Monday, 26 May 2025**

VALIDITY EXPIRES ON **23 September 2025 (120 DAYS)**

### **1. DEFINITIONS**

Employer – Collaboration of the Western Cape Department of Health & Wellness (WCDHW), National Department of Health (NDoH) and the Institute of Health Programs & Systems (IHPS).

Employer's Agent – Employee nominated by the Employer.

### **2. PENALTIES**

Penalties will apply when failing to deliver and install the PSA plants within **18 weeks** of contract acceptance, at a rate of **R5000/day**.

### **3. INFORMATION TO BE SUPPLIED WITH BID**

- 3.1. Bidders must give descriptive answers to every point in the specifications, in the column provided.
- 3.2. Deviation from specifications will not necessarily invalidate a bid but all such variations must be clearly stated by the bidder with a full description of how the intended end-result is achieved.
- 3.3. Full technical descriptions, together with technical literature and diagrams (where applicable) should also be included.
- 3.4. Bidders must, if applicable, state in accordance with which code of practice the equipment offered, is being manufactured and tested.

### **4. ELECTRICAL SUPPLY**

- 4.1. Unless otherwise stated in the specifications, all equipment requiring a mains electrical supply must be designed to operate with satisfactory stability and repeatability when connected to a 220 Volt (+10% and – 15%) single phase, 3 wire, or a 380 Volt (+10% and –15%) 3 phase, 5 wire, 50 Hertz supply.
- 4.2. Any other voltage stabilisation or smoothing required to ensure proper functioning of the equipment must be included in the bid price, i.e. the equipment, as supplied, must function correctly without the Provincial Government having to supply a voltage stabilisation or smoothing unit or having to modify the electrical reticulation.
- 4.3. If applicable, electronic circuitry in the equipment must not be susceptible to damage from transient interference on the electric supply mains.
- 4.4. All motors, fans and inductors in the equipment must be specifically designed for 50 Hertz.

### **5. SAFETY REQUIREMENTS**

- 5.1. All mechanical and electrical equipment supplied must comply with all statutory and local authority laws, regulations, the SABS specifications and Codes of Practice relating to the safety aspects of the type of equipment in question.

### **6. SPARES AND SERVICES**

- 6.1. All service and maintenance inclusive of spares and labour required to maintain the equipment during the guarantee period (first 12 months after installation) must be free of charge.

- 6.2. Bidders must indicate whether a service contract exist between themselves and the Western Cape Provincial Government. If so, the Provincial Government's file reference number must be quoted.

**7. TECHNICAL DOCUMENTS**

- 7.1. The technical documentation where required, must be of a professional standard. Photostat copies are acceptable provided that they are well produced on a white background and that all printing, photographs and drawings are clear. Fold-out drawings joined with adhesive tape are not acceptable. The documentation must contain the following: -
- General data and full specifications of the equipment such as function, dimensions, installation, instructions and supplies required (with allowable variations)
  - Short description of the operation at block diagram level.

## 8. CONTACT DETAILS

Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name: ..... Designation: .....

Telephone no with area code: .....

Cell phone no: .....

Email address: .....

## CLARIFICATION MEETING CERTIFICATE

Note: This site/clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised and knowledgeable representative of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed tender, with full understanding of the factors likely to influence the work and cost thereof. This certificate MUST be countersigned by a representative of the *Employer* at the time of the meeting; failure to submit the original signed document as part of the tender submission shall render the tender non-compliant and invalid. The attendance register at the site/clarification meeting must also be signed by the tenderer's representative.

This is to certify that I, .....  
(Name)

representing: .....  
(Tenderer)

attended the site clarification meeting on: .....  
(Date)

held at: .....  
(Place)

**I, the tendering entity, am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar, as far as is practically possible, with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.**

<b>SIGNED ON BEHALF OF TENDERER</b>

<b>SIGNED ON BEHALF OF <i>Employer</i></b>

Name of *Employer's* Representative: S. Mthethwa

Date: **14 May 2025** .....