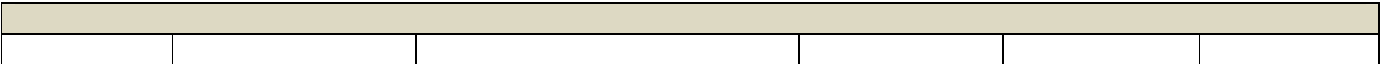
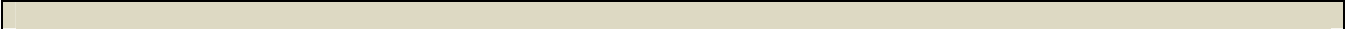
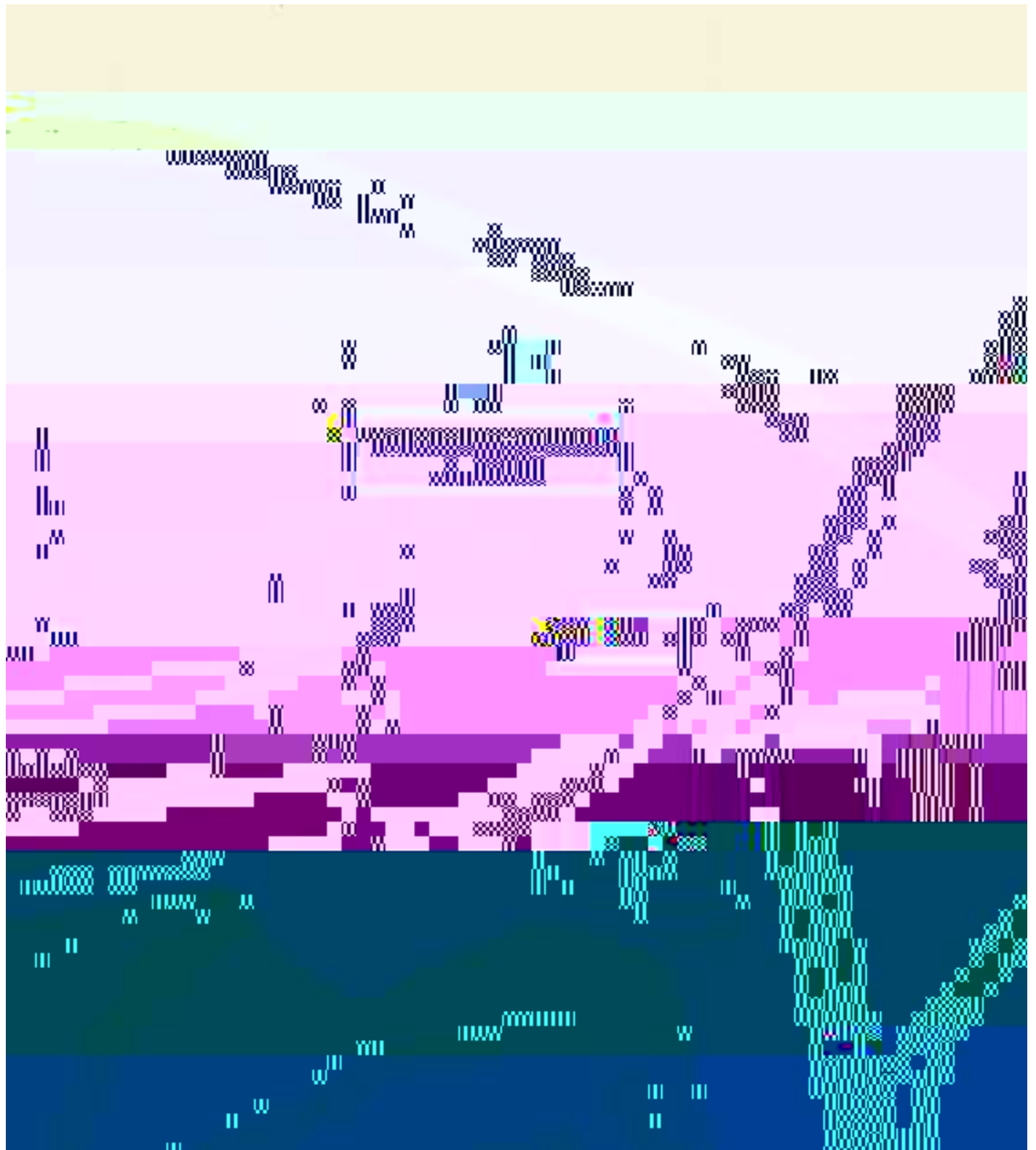


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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bi

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
- 18.

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or info

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered

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

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

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of

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

23.5

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly (s)-0.95892(h)-8.91132(2r-8.91132((i)-1.8319609(o)-8)-31.1018(p

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

1 PILLARS OF THE PROGRAMME

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

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number NDoH-16(2022/2023)	29 NOVEMBER 2022 @ 11:00AM
Name of bidder.....	
Postal address	
Signature.....	Name (in print).....
Date.....	

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

NDOH 16/2022-2023 TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT AND ACCREDITATION OF SERVICE PROVIDERS TO BE LISTED ON TO THE MEDICAL BUREAU OF OCCUPATIONAL DISEASES (MBOD) SERVICE PROVIDER DATABASE TO PROVIDE BENEFIT MEDICAL EXAMINATIONS AND POSTMORTEM SERVICES ON BEHALF OF THE (MBOD) IN ALL PROVINCES AND RELEVANT SADC COUNTRIES FOR A PERIOD OF 3 YEARS

1. INVITATION FOR PROPOSAL

- 1.1. Suitably qualified and experienced service providers are hereby invited to apply to be listed on the accredited service provider database for provision of benefit medical examination (BME) and postmortem services on behalf of the MBOD (including **administration, examination, and special investigations**), for the assessment of qualifying ex-mine workers in all provinces/SADC for a period of 3 years.
- 1.2. Due to the vast footprint of ex mineworkers and the need to offer timeous quality services in/near their place of residence (Provinces/SADC) it has become necessary that the MBOD must take the lead and significantly increase focus and co-ordination of decentralized services.
- 1.3. In this regard the MBOD is seeking to list and accredit competent service providers in terms of the PPPFA and its regulations. The appointment of service providers will be based on the understanding that they have the necessary experience, equipment, and expertise.
- 1.4. Service Providers must have the experience and relevant qualification with a 5-year track record in the field of Occupational Health and a minimum of 3 years' experience in the assessment of Occupational Lung Diseases.

2. BACKGROUND

- 2.1. The Medical Bureau for Occupational Diseases (MBOD) is situated in Johannesburg (Braamfontein) and is not easily reached or accessible by the ex- miners from all the provinces and the SADC countries where miners are recruited.
- 2.2. The MBOD covers both BMEs and Postmortem services as per provisions of ODMWA Section 33 and 34.
- 2.3. In terms of section 32 (1) of OCCUPATIONAL DISEASE IN MINES AND WORKS ACT 78 of 1973(ODMWA) ("the Act"), any person who works or has worked at a mine or works, or any other person acting on behalf of such a person may at any time apply to the Director (MBOD) for a benefit medical examination (BME) and postmortem services of such a person for the purpose of determining whether such a person is suffering from a compensable disease.
- 2.4. The Medical Bureau for Occupational Diseases (MBOD) renders statutory functions of conducting benefit medical examinations (BME) and postmortem services to

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

current and ex-mine workers who perform or have performed risk work in controlled mines and works, as well as assessment of claims for possible compensation for occupational diseases as listed in Occupational Diseases in Mines and Works Act, 78 of 1973 (ODMWA).

- 2.5. The diseases covered include but not limited to the following;
- 2.5.1. Pneumoconiosis (Silicosis, Coal Workers Pneumoconiosis)
 - 2.5.2. Asbestos related diseases (Asbestosis, Pleural diseases, Lung Cancer)
 - 2.5.3. Cardio-Pulmonary Tuberculosis
 - 2.5.4. Progressive Systemic Sclerosis
 - 2.5.5. Obstructive Airway Diseases
 - 2.5.6. Other relevant cancers

3. SPECIAL CONDITIONS OF CONTRACT

- 3.1. Availing of these services to the provinces and SADC countries will promote access and minimize challenges of traveling encountered by the ex-mine workers who come to the MBOD in Johannesburg for BMEs.
- 3.2. In terms of section 4(1) of ODMWA, the Director is charged with the direction and control of all benefit medical examinations services provided for in this Act, and may on such conditions as he or she may deem fit authorize or direct any medical practitioner to perform any such examination including postmortems in line with the signed Service Level Agreements (SLAs)
- 3.3. Section 37(1) of ODMWA, states that a medical practitioner who is not in the full time employ of the State and has the authorization by the Director to perform any medical or post-mortem examination under ODMWA, he or she shall be entitled to payment for the services rendered.
- 3.4. The benefit medical examinations performed by the accredited Medical Practitioners, Public hospitals and the One Stop Service Centres (OSSC) in the provinces and the Occupational Health Service Centres in SADC countries include, a general medical examination, chest x-ray, lung function test, postmortem and other investigations which may be required depending on the state of the person being examined.
- 3.5. The selection of accredited service providers will be guided by relevant Clinical requirements, Information Communication Technology (ICT) and geographic requirements as set out in this bid document. The network of service providers will be selected subject to them meeting these requirements as indicated in this bid document.
- 3.6. Administration of clinical records for safe keeping will be in accordance with the Health Act and POPI Act.

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

3.7. Two (2) hours' drive time and/or distance of a radius of approximately 200km

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

Spirometry machine and relevant multiple units which measures Vital functions.

- 4.3.2 The Chest Imaging equipment (CXR) must have current and valid license from the radiation board, meeting relevant standards from respective regulatory/designated institutions.
- 4.3.3 The Spirometer must be ATS (American Thoracic Standards) and SATS (South African Thoracic Society) compliant and the OEM (Original Equipment Manufacturer) will specify whether the equipment meets the ATS/SATS protocols in the current period of service.
- 4.3.4 The other medical equipment will also require necessary maintenance and calibration as per the OEM (Original Equipment Manufacturer).

5. INFORMATION COMMUNICATION TECHNOLOGY (ICT)

- 5.1. The service providers are expected to be computer literate and will be required to submit BME forms, Chest X-Ray images, Spirometry reports and all supportive documentation electronically.
- 5.2. All submissions will be processed through the provided MBOD electronic system.
- 5.3. The Service Provider IT system and software must be able to interface (communicate) with the MBOD system. This includes X-Ray images uploading to MBOD Picture Archiving and Communication System (PACS) in a DICOM format or any other format as required by the Director.
- 5.4. Network access is required for transactions on the system.

6. SCOPE OF WORK

- 6.1. The listed and subsequently accredited service providers will be responsible of the provision of BMEs and postmortem services in the Provinces/SADC for a period of 3 years and shall be responsible for the realization of the objectives of the MBOD guided by a signed SLA.

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

SCORE	CLASSIFICATION
5	Excellent, significantly above requirements

The Bidder must achieve a minimum of 70 points to be considered. Any service provider that fails to meet the above thresholds will be disqualified automatically.

CRITERIA	MEASURE	Sub-Weight
RELEVANT EXPERIENCE OF THE SERVICE PROVIDER	<p>For the purpose of this bid the Service Provider will need to provide details of previous experience and expertise of provision of occupational health services</p> <p>At least a list of three (3) contactable references, indicating the following:</p> <ul style="list-style-type: none"> • Name of the Client • Contact Telephone number or E-mail address • Date(s) work was performed <p>Substantiate the references by providing Testimonial letters from past or present client of the Service Provider</p>	20

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TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE BENEFIT MEDICAL EXAMINATION SERVICES AND POSTMORTEM SERVICES TO THE MBOD (NDOH) IN ALL PROVINCES FOR A PERIOD OF 3 YEARS

<p>CLINICAL EQUIPMENT</p>	<p>Bidder is expected to provide proof of the below listed Core Benefit Medical Examination equipment with proof of quality assurance certificate.</p> <ul style="list-style-type: none"> • Digital X-Ray unit (<i>Provide Original Equipment Manufacturer (OEM) compliance and Radiation board certificate</i>) • Spirometer (<i>Provide Original Equipment Manufacturer (OEM) compliance and Calibration certificate</i>) <p><i>NB: Failure to prove the existence of one of the above required equipment(s), your bid will be automatically disqualified.</i></p>	<p>30</p>
<p>INFORMATION TECHNOLOGY (IT)</p>	<p>Bidder is expected to provide proof of the below listed information technology apparatus</p> <ul style="list-style-type: none"> • Personal Computer • Network access • Printer/Scanner • A minimum of Windows 10 operation systems <p><i>NB: Failure to prove the existence of one of the above required information technology apparatus, your bid will be automatically disqualified.</i></p>	<p>20</p>
<p>Minimum functionality threshold</p>		<p>70</p>