

**MPUMALANGA PROVINCIAL GOVERNMENT**



**DEPARTMENT OF HEALTH**

**BID NUMBER: HEAL/279/25/MP**

**SUPPLY AND DELIVERY AND  
COMMISSIONING OF (X1) COMPUTED  
TOMOGRAPHY (CT) SCANNER – 128  
SLICE IN A CONTAINER FOR WITBANK  
HOSPITAL IN MPUMALANGA PROVINCE**

ISSUED BY:

Department of Health  
Private Bag X11285  
Mbombela  
1200

NAME OF BIDDER: .....

.....

TOTAL BID PRICE (all inclusive) : .....

(Also in words): .....

.....

This document must remain the original when submitted, no copies will be accepted

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH</b>					
BID NUMBER:	HEAL/279/25/MP	CLOSING DATE:	04 July 2025	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY AND COMMISSIONING OF (X1) COMPUTED TOMOGRAPHY (CT) SCANNER – 128 SLICE IN A CONTAINER FOR WITBANK HOSPITAL IN MPUMALANGA PROVINCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, The Provincial Treasury, R40 Road, Bakoena Business Complex, MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, The Provincial Treasury no. 17 Lorenzo Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. SG Sengwayo		CONTACT PERSON	Ms. A Zono	
TELEPHONE NUMBER	013 766 3333		TELEPHONE NUMBER	013 766 1876/ 072 955 9440	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SkhulileS@mpuhealth.gov.za		E-MAIL ADDRESS	AlinzaZ@mpuhealth.gov.za	
<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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

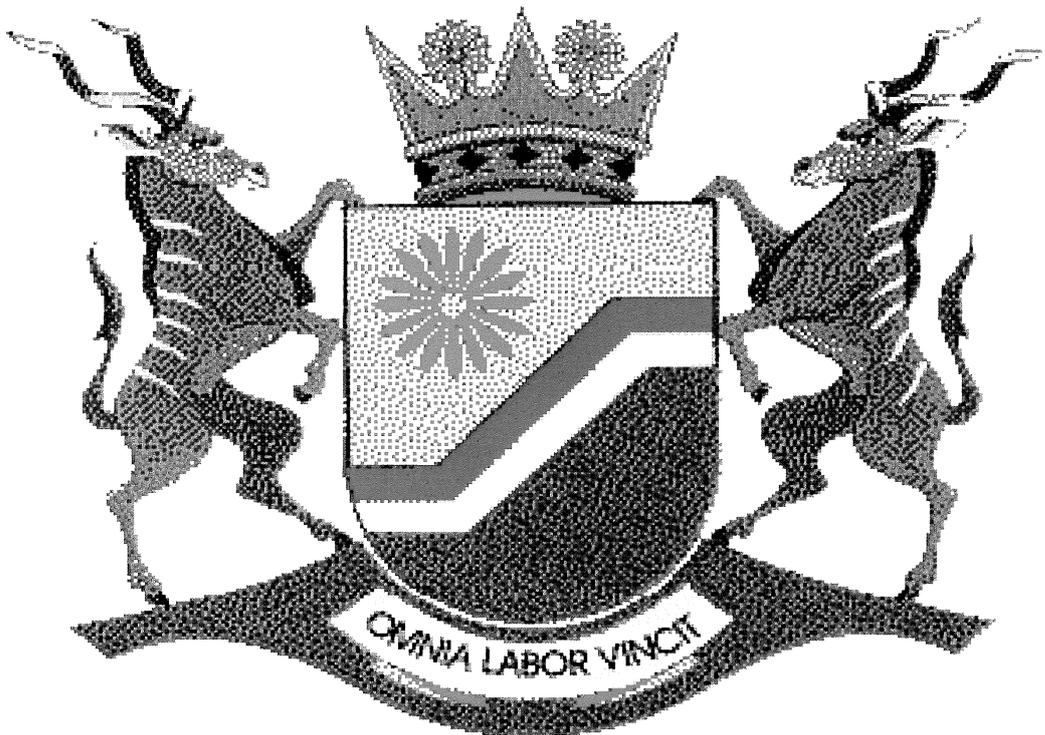
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MPUMALANGA PROVINCIAL GOVERNMENT**  
**DEPARTMENT OF HEALTH**



**SUPPLY, DELIVERY AND COMMISSIONING OF (X1)  
COMPUTED TOMOGRAPHY (CT) SCANNER - 128  
SLICE IN A CONTAINER FOR WITBANK HOSPITAL IN  
MPUMALANGA PROVINCE**

**NAME OF BIDDER** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**E-MAIL** : \_\_\_\_\_

- NOTE: (I) SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN.**
- (II) 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.**

### **SPECIAL CONDITION OF CONTRACT**

1. This document establishes the requirements for **1x Computed Tomography (CT) Scanner - 128 Slice in a container for Witbank Hospital** in Mpumalanga Province.
2. Bidders must submit the **SAHPRA** License with the bid on or before the closing date.
3. The equipment offered must comply with or exceed all the minimum performance specifications as indicated below for the various subcomponents, supported by factory-supplied product specifications /brochures. The OEM original brochure for the item offered, the brochure must be in colour and clearly labelled with the equipment offered or operation manual. The brochure should not be self-made by Bidder.
4. Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e., all components of system) must accompany the bid, failing which the bid will not be considered.
5. The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specific training) and commissioned at the expense of the successful bidder, prior to full payment being made.
6. The Department reserves the right to request further technical information from any bidder after the closing date.

7. The Department reserves the right to verify information and documentation of the bidder(s).
8. The Department reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder post award.
9. The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid.
10. Suppliers are not allowed to deliver a different product other than the one awarded to them.
11. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
12. Detailed specifications for the above stated equipment are attached.
  - a. Annexure A: Specifications for Computed Tomography (CT) Scanner - 128 Slice
  - b. Annexure B: Room Alteration (to be issued on the site Briefing Day)
13. A **Compulsory Briefing and Site Inspection** will be held, and Bidders are expected to attend.

The Bid is valid for ninety (90) days after the closing date.

## RETURABLE DOCUMENTS

No	Compulsory Returnable Documents	Attached YES / NO
1.	<b>SBD 1</b> - Invitation to bid.	
2.	<b>SBD 4</b> – Bidders Disclosure.	
3.	<p><b>SBD 6.1</b> - Preference points claim form in terms of the Preferential Procurement Regulations 2022.</p> <p>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.</p>	
4.	Bidders are required to be registered with the Government’s Central Supplier Database (CSD) and to include their Master Registration Number (Supplier Number) in order to the enable the Department to verify the supplier’s tax status on the Central Supplier Database.	
5.	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
6.	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
7.	Familiarize yourself and Initial every page of the General Condition of Contract.	
8.	Special Condition of Contract (SCC) must be fully signed and initialed on every page to indicate that the bidder has read and understood the terms and conditions.	
9.	General Condition of Contract (GCC) must be fully signed and initialed on every page to indicate that the bidder has read and understood the terms and conditions.	
10.	The specification document should be signed and dated by the bidder. Each page of the specification document <u>must be initialed</u> . A	

	hash (#) in the weight column of the specification document indicates that an item is an essential requirement, and a bidder will be disqualified if this requirement is not met. The original specification Document should be filled by <u>hand</u> and should not be reproduced or retyped and a bidders will be disqualified if this requirement is not met.	
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**N.B: BIDDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY RETURNABLE DOCUMENTS ABOVE WILL BE DISQUALIFIED**

**SUBMISSION OF THE BID DOCUMENT MUST BE BINDED AND IS WITHOUT TEARING ANY PAGES OFF.**

**EVALUATION METHODOLOGY**

**BIDDING PROCESS IN TERMS OF PPPFA**

**Preferential points in terms of PPPFA**

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 80/20 preference point system in terms of which points are awarded to bidder(s) based on:

Point allocation for price and equity ownership:

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

A maximum of (20) points shall be awarded to a bidder/s in respect of the RDP goals:

In terms of Regulation 4(2) of the Preferential Procurement Regulations of 2022, preference points must be awarded for specific goals stated in the tender. The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to regulation 4(4), the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation 4(3) points must be awarded to a tenderer for attaining their RDP goals achieved in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	05	
Woman	05	
Youth	05	
Persons living with disability	05	

**Evaluation in terms of the 80/20 preferential point systems**

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) as follows:

- (i) 80/20 point system

Only the bids that meet the requirements in terms of the specification document bids shall be evaluated further in terms of the 80/20 preference points system where **80 points will be used for price only and 20 points RDP goals.**

The final points to choose the preferred bidder shall be calculated as follows:

$$Ps = 80 \left[ \frac{1 - \frac{Pt - P \text{ min}}{P \text{ min}}}{P \text{ min}} \right]$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration

Pt. = Comparative price of tender or offer under consideration and

P min = Comparative price of lowest acceptable tender or offer

<b>DECLARATION OF ACCEPTANCE</b>	<b>ACCEPT ALL</b>	<b>DO NOT ACCEPT ALL</b>
<p>If the bidder declares to accept all the Special Conditions mentioned above, please indicate with a tick in the accept all.</p> <p>If the bidder declares not to accept all the Special Conditions, please tick in the do not accept all and provide a reason and proposal for each of the condition not being accepted.</p>		
<p>Comments by bidder:</p> <p>Provide the reasons for not accepting the special condition.</p>		

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

\_\_\_\_\_  
**SIGNATURE OF THE BIDDER OR REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

**ANNEXURE A: COMPUTED TOMOGRAPHY (CT) SCANNER - 128 SLICE IN A CONTAINER  
FOR WITBANK HOSPITAL**

**WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement and a tender may be disqualified if this requirement is not met. If the offer does not meet the specification of an item marked with a # the tenderer may submit a motivation why the offer should not be disqualified.**

	<b>SPECIFICATIONS</b>	<b>Weight</b>	<b>Complies Yes/No</b>	<b>Reference in manufacturer documentation / brochures</b>	<b>Provide your answers in this Column. You are advised to be straight to the point.</b>
1.	<b>CLINICAL APPLICATION</b>				
1.1	<b>The unit must have the following applications:</b>				
1.1.1	Routine CT, Angio and advanced vessel assessment	#			
1.1.2	Coronary analysis	#			
1.1.3	Cardiac scanning	#			
1.1.4	CT GIT Scope	#			
1.1.5	Brain perfusion functionality	#			
1.1.6	Cerebral Blood Perfusion: Vascular analysis	#			
1.1.7	Trauma Imaging	#			
1.1.8	CT Guided Intervention	#			
1.1.9	Panoramic/ Dental Imaging	#			
1.1.10	Dose reduction for paediatrics	#			
1.1.11	Enhanced 3D functionality	#			
1.1.12	Program for advanced 3D shaded surface display / volume rendering quick bone and soft tissue removal	#			
1.1.13	CT colonoscopy	#			
1.1.14	CT Fluoroscopy for biopsies, drainage, FNA's etc.	#			
2.	<b>GANTRY</b>				
2.1	The system must produce 128 Slices per rotation	#			
2.2	The gantry aperture must be at least 70cm or larger	#			

2.3	Gantry tilt angulations must be at least + 30 degrees and - 30 degrees.	#			
2.4	Gantry tilting from the control console should be possible				
2.5	The unit must support whole body CT Scanning.	#			
2.6	The unit must have a minimum scan time of 0.5 second or less for 360 degrees rotation.State minimum rotation speed.	#			
2.7	The fan angle must at least be 48 degrees. State fan angle	#			
2.8	The Unit must be able to scan either head first or feet first.	#			
2.9	The unit must have tripple laser lights for accurate patient positioning, external to the aperture and at scan plane	#			
2.10	The minimum field of view (FOV) range must at least be 0.5- 500mm or larger. State FOV range.	#			
2.11	Visual readout of gantry tilt, position of gantry and bed height must be available on the gantry.	#			
2.12	The gantry must have positioning controls on left and right side to adjust gantry movements.	#			
2.13	Control of gantry movements from operator console must be possible.	#			
2.14	The system must have a two-way Intercom between gantry and operator console.	#			
2.15	Electronic patient breathing instructions in multiple languages must be possible.	#			
2.16	Emergency stop switches must be available on	#			

	gantry as well as on the console.				
2.17	The unit must have a CT Fluoroscopy functionality and the CT fluoro mode must have at least 3 images displayed in real time.	#			
2.18	A viewing monitor must be provided in the CT scan room for viewing during CT fluoroscopy examinations.	#			
2.19	The monitor must be either cart mounted or ceiling suspended. Please state	#			
3.	<b>PATIENT SUPPORT SYSTEM</b>				
3.1	The table must have a loading capacity of 220kg or more.	#			
3.2	Lowest table height should be 550mm or less				
3.3	The tabletop must have the ability to be manually removed and returned to the scan plane.	#			
3.4	Motorized removal and re-indexing of table top without repositioning patient scanning for emergency access to patient must be available.	#			
3.5	A metal-free tabletop over scanner range allowing patient scanning without re-positioning patient should be provided.				
3.6	The table length should be 2 meters or more				
3.7	Longitudinal tabletop travel must not be less than 1700mm for whole body coverage.	#			
3.8	The unit must have motorized controls for table movement available on both sides of the gantry	#			

	and as well as on the Radiographer's console.				
3.9	All Patient positioning accessories required to perform the procedures must be provided, including headrest support/holders, axial and coronal head rest support, table leg extender, restraining straps, infant immobiliser, arm support, knee support and immobilizing straps, arm-rest for needle insertion as well as the radiolucent mattress with stain and water-resistant cover must be provided.	#			
3.10	Emergency override to enable manual removal of patients in case of power failure or emergency must be included.	#			
4	<b>DETECTOR ACQUISITION SYSTEM</b>				
4.1	Solid-state detector technology using low-dose and high resolution acquisitions.	#			
4.2	Multi-slice detector technology for 128-slice acquisitions per 360 degree gantry rotation.	#			
4.3	The Detector Sampling rate must be at least 1200 views per one second rotation or better.	#			
4.4	Pre-body collimator must be available.	#			
4.5	All QC equipment ,calibration and service phantoms with wall brackets and carrying cases must be included.	#			
5	<b>X-RAY GENERATOR</b>				
5.1	The x-ray generator must be in built into the gantry	#			

5.2	Unit must have a high frequency generator with kV settings between 70kV (or less) and 135kV (or more).	#			
5.3	The unit must have variable mA settings from 20mA up to 800mA or better.	#			
5.4	State maximum mA allowed for each kV.	#			
5.5	Generator power output must be 60kW or higher. State power output.	#			
5.6	The output must be sufficient to maintain low contrast resolution at full helical scan.	#			
5.7	The system must be able to maintain a helical scan for at least 100 - 500 seconds of continuous radiation at low contrast resolution.	#			
5.8	The unit must be able to scan continuously a length of at least 1.7m high resolution without cooling time.	#			
5.9	The unit must support repeat scanning with minimal wait time.	#			
6	<b>X-RAY TUBE</b>				
6.1	The unit must have a high speed rotating anode tube with dual focal spot.	#			
6.2	The unit should have a total Filtration of 3.5mm Al equivalent or greater.				
6.3	The maximum Anode heat dissipation rate assuming a cold start must at least be 750 -1380 kHU/minute or more. State the maximum anode heat dissipation.	#			
6.4	Cooling performance curves are required.	#			

6.5	The unit must have a heat storage capacity of at least 7MHU.	#			
6.6	State the Expected tube life in years.	#			
7	<b>OPERATOR CONSOLE</b>				
7.1	The operator console must have a display and entry of patient data pre-planning	#			
7.2	The console must have comprehensive adult and paediatric anatomical programs/protocols.	#			
7.3	Must at least have 100 pre-programmed scan protocols required with option to add user defined protocols.	#			
7.4	Operator console and independent post - processing workstation must be provided.	#			
7.5	The operator console to include a high speed computer which will support multi-tasking operation to allow simultaneous scanning reconstruction, viewing, archiving, processing and filming operation.	#			
7.6	2X19 inch high resolution of a minimum 3 MP or above flat screen LCD colour monitors, keyboard and mouse must be provided.	#			
7.7	The control console must be able to perform the following tasks concurrently:				
7.7.1	Scan	#			
7.7.2	Reconstruct	#			
7.7.3	Image display	#			

7.7.4	Image processing and analysis including MPR, MPVR,3D and MIP	#			
7.7.5	Image filming including auto filming	#			
7.7.6	Image archiving, including auto image archiving	#			
7.7.7	Image networking including auto transfer	#			
7.7.8	Auto view of newly constructed images	#			
7.7.9	Clinical application to auto-sculpt unwanted tissues for vascular studies	#			
7.8	State whether simultaneous scanning, routine analysis, archiving and hard copying can take place at the same time				
7.9	It must be possible to program scanning protocols for various anatomical regions.	#			
7.10	A read/write DVD recording system must be provided for archiving purposes	#			
7.11	The DVD/RAM storage must be 9GB or larger. State storage capacity available.	#			
7.12	A minimum of 10GB RAM is required.	#			
7.13	The reconstruction time for the scout must be real time	#			
7.14	It must be possible to stop the scout view at any time	#			
7.15	Readout of dose for planned study must be available prior to scanning	#			
7.16	Image review system must be able to display, analyze, process and manage acquired imaging data such as:				
7.16.1	Zoom	#			
7.16.2	Grey scale (colour display) adjustment	#			

7.16.3	Measurement of distance and angle	#			
7.16.4	Rotation	#			
7.16.5	Grid	#			
7.16.6	Annotation	#			
7.16.7	Cine display	#			
7.17	Facilities must be available to perform basic CT examination of all parts of the body, including reconstruction, review and printing.	#			
7.18	All post processing software must be available on all workstations.	#			
7.19	Compatibility: To comply to DICOM 3 standards. Please provide DICOM 3 conformance statement.	#			
7.20	On line storage: - To store at least 800 Tera Bytes uncompressed images of 512 x 512 images.				
7.21	X-Ray tube heat loading display is required on console	#			
7.22	Print facility to the laser printer must be supported from all CT workstations.	#			
7.23	Instant transfer of images from the console to workstation while scanning must be possible.	#			
7.24	All high end post processing software must be on both the CT console and Radiologist console. (The user must be able to either configure the post processing software on CT console or Radiologist console depending on workflow requirements.)	#			
8	<b>RECONSTRUCTION</b>				
8.1	Reconstruction matrix of at least 512 x 512 is required. State matrix sizes	#			

8.2	A minimum reconstruction rate of 20 images per second is required. State reconstruction rate.	#			
8.3	Real time reconstruction for scout-view is required.	#			
8.4	3D re-construction must be possible	#			
9	<b>RADIOLOGIST CONSOLE</b>				
9.1	2x Radiologists workstations must be linked to the main system and have their own independent consoles, allowing viewing, post processing and filming.	#			
9.2	Image transfer must occur in the background, without causing a bottleneck and interfering with other functions, and must be DICOM 3 compatible. State details of image transfer.	#			
9.3	The workstations must include cine mode MPR, 3D and Volume rendering as standard software for viewing. All other software must be listed and included in the offer.	#			
9.4	CD/DVD writer for storing images must be included in all workstations.	#			
9.5	<b>The following are the standard packages required:</b>				
9.5.1	<b>Vascular:</b> Vascular analysis package is required. 3D surfaceanalysis packages for CT angiography with the following functions:	#			
9.5.1.1	MPVR	#			
9.5.1.2	MPR	#			

9.5.1.3	Image addition and Subtraction	#			
9.5.1.4	MIPS/ MIN	#			
9.5.1.5	Disarticulation software	#			
9.5.2	<b>Dental package</b>	#			
9.5.3	<b>CT Fluoroscopy</b> for drainages, FNA, biopsies, etc. is required	#			
9.5.4	<b>Cardiac package:</b>	#			
9.5.4.1	A comprehensive Cardiac package is required to fully evaluate the heart and must comprise of the following:	#			
9.5.4.2	Full cardiac ECG gating scanning, ECG gated reconstruction hardware and software as well as the patient trigger must be available on the CT scanner.	#			
9.5.5	<b>Virtual endoscopy</b> must be available on workstations	#			
9.5.6	<b>Neuro DSA</b> must be available	#			
9.5.7	<b>Perfusion application package</b> must be offered. (e.g. a perfusion package to analyse blood flow in the brain of a patient to aid stroke diagnosis is required)	#			
9.5.8	There must be colour image generation showing the extend of brain tissue damage and the planning of treatment.	#			
9.5.9	<b>A comprehensive CT Colonoscopy Package must be offered.</b>				
9.5.9.1	A 3D axial mode must be available to review the data in 3D slabs with adjusting thickness.	#			

9.5.9.2	Generation of 3D images of the colon for screening purposes must be possible	#			
9.5.9.3	A 3D flythrough mode must be available to interactively navigate the colon	#			
9.5.9.4	A 3D transparent wall mode must be available to study the exterior portion of the wall as well as the interior wall navigation.	#			
9.5.9.5	It must be possible to compare the prone and supine or pre-surgical and post-surgical images side by side.	#			
9.5.9.6	A 2D mode must be available to evaluate the contrast-enhanced region in relation to the surrounding soft tissue.	#			
9.5.9.7	A reverse/ turnaround viewing mode must be available allowing the user to view the areas recently navigated.	#			
9.5.9.8	A 2D/3D survey mode must be available showing the 3D endoluminal view with conventional MPR views	#			
9.5.9.9	The creation of smooth with continuous flythrough or outside view movies of the colon to reveal spatial relationship of anatomic structures must be possible	#			
9.5.9.10	Metal Artifact Reduction must be available	#			
9.5.9.11	Any other clinical packages available should be listed				
10	<b>IMAGE STORAGE</b>				
10.1	Large image archive to store raw scan-data of at least 5 TB as well as	#			

	reconstructed data required. State size				
10.2	At least 3600 scan data sets are to be stored. State storage size.				
10.3	The Unit must be able to burn images onto CD & DVD. (200 CDs & DVDs must be included)	#			
11	<b>IMAGE VIEWING</b>				
11.1	Comprehensive image acquisition, viewing, processing and filming modes required must be provided and supported by the systems.	#			
11.2	<b>The following must be supplied as standard on the console:</b>				
11.2.1	Image rotation	#			
11.2.2	Multiple image display	#			
11.2.3	Image magnification	#			
11.2.4	Comment display	#			
11.2.5	Annotation	#			
11.2.6	Arrow insertion	#			
11.2.7	Distance and angle measurement	#			
11.2.8	Density measurements	#			
11.2.9	Simultaneous presentation of at least 3 ROIs, mean, standard deviation an area	#			
11.2.10	Superimposition of scaled grid	#			
11.2.11	Multiplanar reconstruction of sagittal, axial, coronal , oblique and user defined projections	#			
11.2.12	Combining of images	#			
11.2.13	Image subtraction	#			
11.2.14	Reconstruction filters to enhance specific imaging parameters	#			
11.2.15	Fusion imaging techniques for noise reduction	#			

11.2.1 6	Cine display	#			
11.2.1 7	Dynamic analysis	#			
11.2.1 8	3D surface and volume rendering	#			
11.2.1 9	Maximum Intensity Projections (MIP)	#			
11.2.2 0	Multi Planar Reconstruction (MPR)	#			
11.2.2 1	Curved Multi Planar Reconstruction	#			
11.2.2 2	State the software packages included in the offer.	#			
12	<b>SCAN MODES</b>				
12.1	Scout-view mode for scan for Antero-Posterior and lateral view must be possible	#			
12.2	<b>The following modes must be possible:</b>				
12.2.1	Single axial scan mode	#			
12.2.2	Helical scan mode	#			
12.2.3	Multiple helical scan mode	#			
12.2.4	Dynamic scan mode	#			
13	<b>VOLUME SCAN MODE/ BOLUS</b>				
13.1	A volume of at least 100 seconds must be possible	#			
13.2	It must be possible to program at least 10 different sequences	#			
13.3	A bolus tracking package must be provided for accurate contrast examination. State details of the package	#			
13.4	At least 3 selectable ROIs must be used to measure the changes in the Hounsfield values within the ROIs	#			
13.5	Triggering of scan must be automatic once threshold reached. It must have manual override.	#			

13.6	Scan initiation delay once threshold reached must be less than 5 seconds	#			
14	<b>PERFORMANCE</b>				
14.1	State spatial resolution in cm at cut-off for the following modes in terms of a 20cm CATPHAN phantom using 0.5 scan time. The resolution must be the same in the x,y and z directions.	#			
14.1.1	Standard: greater than/ equal to 8.1 lp/cm at 50% MTF				
14.1.2	High: greater than/ equal to 14.5 lp/cm at 2% MTF				
14.1.3	Ultra High: greater than/ equal to 18. lp/cm at 50% MTF				
14.2	The thinnest slice must be in the range of 0.5mm-0.7mm. State the achievable thinnest slice width	#			
14.3	The dose related measurements must be based upon real patient exposure values and not on theoretical values.	#			
14.4	International CATPHAN performance phantom must be provided for measurements. Supply details used for measurements.	#			
15	<b>DICOM 3 COMPATIBILITY</b>				
15.1	The CT Scanner must support image & data linkage via network including all additional workstations and to the laser printer. All DICOM software must be included.	#			
15.2	The unit must have the ability to be easily linked to	#			

	any PACS and RIS system.				
15.3	All hardware & software relating to DICOM compatibility, including licences, must be supplied.	#			
15.4	Links to additional workstation and Laser printer systems is required through DICOM compatibility.	#			
15.5	DICOM Conformance statements on the various service classes per modality to be provided.	#			
16	<b>SOFTWARE PACKAGES AND CLINICAL APPLICATIONS</b>				
16.1	All packages required to perform the clinical applications must be included.	#			
16.2	All inclusive Vascular, Oncology, Orthopedic clinical applications, Neuro DSA software with total bone removal and Metal artifact reduction must be included.	#			
17	<b>DUAL HEAD AUTOMATIC CONTRAST INJECTOR</b>				
17.1	A dual head contrast injector with saline and contrast injection capabilities is required specifically for cardiac , angiography and other contrast enhanced studies. Please state the brand of the injector offered.	#			
17.2	Must have a user-friendly operating panel for overall control of the injection process.	#			
17.3	<b>The injector must include the following:</b>				

17.3.1	Facility for multiphased injection. Please state the number of phases possible	#			
17.3.2	Flow rate selection	#			
17.3	Selection of volume to be delivered	#			
17.3.4	Scan delay	#			
17.3.5	<b>Read out of:</b>				
17.3.5 .1	Volume delivered	#			
17.3.5 .2	Volume remaining	#			
17.3.5 .3	Programming facility	#			
17.3.5 .4	Emergency stop on the injector and operator console	#			
17.3.5 .5	A starter pack of consumables for the injector must be supplied.	#			
17.3.5 .6	The consumables for the injector mentioned above must readily available in South Africa	#			
<b>18</b>	<b>BUILDING ALTERATIONS &amp; INSTALLATION</b>				
18.1	A separate quotation must be supplied for the building alterations necessary which, will eventually form part of the total bid price.	#			
18.2	a) Construction alterations (specify)	#			
18.3	b) Air conditioning (specify)	#			
18.4	c) Electrical alterations (specify)	#			
18.5	Bidder must inspect the site for installation and must quote for any building alterations that need to be made to accommodate the equipment offered. Bidder must be responsible for all building, air conditioning,	#			

	electrical, mechanical and plumbing alterations. A detailed plan of all the building alterations to be included in the quotation.				
18.6	Should there be existing equipment in the CT-room, the bidder must remove equipment and relocate it to an area within the hospital . Please note that the existing equipment remains the property of the Hospital.	#			
<b>19</b>	<b>STANDARDS AND SAFETY</b>				
19.1	Should be FDA or CE approved product				
19.2	The Bidder must be registered with the South African Health Products Regulatory Authority (SAHPRA) and the licence must be attached.	#			
19.3	The unit should comply with an acceptable international electrical safety standard such as IEC 60601-1 / IS-13450.				
19.4	Please provide unique ref number of the ISO 13485 certificate. (attach certification)	#			
19.5	All electrical/electronic medical equipment must be licensed by Radiation Control in terms of the Hazardous Substance Act, Act No 15 of 1973. The license must be registered under the bidders name or a letter of authorisation from the license holder must be submitted where the license is not in the name of the bidder. The bidders that neglect to submit a license or authorisation letter will not be considered.	#			

19.6	The equipment bidded for must be protected against electromagnetic interference.	#			
19.7	Safety aspects of Radiation dosage leakage should be spelt out				
19.8	The unit must have a Dose Area Product Meter (D.A.P. Meter)	#			
19.9	Must be the latest model - State the manufacture date of the latest model on the range offered (It must not be older than 5 years). Provide proof from the OEM.	#			
19.10	The bidder must state the lifespan of the equipment (preferably minimum 10 years).	#			
19.11	Spare parts must be guaranteed available for the specified lifespan of the equipment, with a minimum of ten years. A firm written confirmation from the original equipment manufacturer (OEM) must be attached.	#			
19.12 19.12	The machine's software must be updatable.	#			
19.13	The Bidder should have an install base for the unit tendered for. Supply a list of institutions and machines (reference) currently installed in Government or Non Government institutions within South Africa.				
19.14	The bidder must guarantee that no additional equipment, parts, software and consumables, will be required for the successful operation of the equipment quoted for in this bid. <b>A starter pack of all</b>	#			

	<b>essential accessories, consumables &amp; cleaning detergents must be supplied so that the unit can be put into immediate operation.</b>				
19.15	Equipment care manual or leaflet with clear instructions must be provided.	#			
19.16	A Quality Assurance manual and log books must be provided.	#			
19.17	Each page of the specification must be signed.	#			
<b>20</b>	<b>GUARANTEE &amp; MAINTENANCE</b>				
20.1	No part shall be second hand or refurbished.	#			
20.2	Safety aspects of Radiation dosage leakage should be described.				
20.3	All equipment, materials and workmanship provided under this contract shall be unconditionally guaranteed for a minimum period of twenty four (24) months, including the vacuum products (x-ray tube, monitors etc.) and the QA Tests, from the date of commissioning. All costs associated with any preventative and safety inspection required during the warranty period or any quality assurance test required during the warranty period shall be included in the bid price.	#			
20.4	The Bidder must supply a planned maintenance programme, projected on a year-by-year basis for 5 years after expiration of the warranty period as stated above. The bidder	#			

	must state the cost for the maintenance contract for 5 years after the expiry of the warranty period.				
20.5	Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, must be delivered and installed at no charge for the lifespan of the equipment.	#			
20.6	Callout and backup service must be available daily for 24 hours/ 7 days for the lifespan of the equipment.	#			
20.7	Technicians must be qualified and factory equivalent trained to deal with service, repair and calibration of the equipment bidded for. <b>NB: Proof of equipment specific factory (or equivalent) training must be submitted with this bid.</b>	#			
20.8	If the Quality Assurance (QA) Service is sub-contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid. Please state sub-contractor.	#			
20.9	The technicians must be directly employed by the Bidder. In case of a partnership a signed letter of authorisation must be attached. Please provide proof.	#			
20.10	Qualified technicians, who specialize in the above mentioned system, must be available on-site to	#			

	carry out the necessary services within 24 hours after a call has been logged.				
<b>21</b>	<b>TRAINING</b>				
21.1	The end-user training must be provided by the successful bidder in the operation of the unit at no extra cost.	#			
21.2	On-site training must be undertaken to ensure the correct application of the unit. A two weeks initial applications training required. Training schedule must be discussed with the end user. (Adequate notification of the scheduled date(s) of this training must be provided to ensure that all pertinent staff will be able to attend. A clear signed schedule of what was trained on must be made available before payment). Subsequent training sessions (at no extra cost) will be arranged with the Bidder as and when needed for the life span of the equipment.	#			
21.3	Application specialist must train all users on an on-going basis at no additional cost.	#			
21.4	Further training must be available on request at no cost.	#			
21.5	The successful bidder must arrange for an acceptance test of the equipment. A copy of the acceptance test results must be forwarded to the Institution.	#			

21.6	A Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language must be submitted on delivery of the unit.	#			
21.7	The bid submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets from the OEM that are applicable to the offer.	#			
<b>22</b>	<b>QUALITY CONTROL (QC)</b>				
<b>22.1</b>	<b>The following QC test tool for equipment must be provided:</b>				
22.1.1	Phantom (TOR RAD or equivalent)	#			
<b>23</b>	<b>GENERAL INFORMATION REQUIRED</b>				
23.1	Make:	#			
23.2	Model (as appearing on Radiation Control License):	#			
23.3	Country of Origin				
23.4	Regional Agent				
23.5	Delivery Period				
23.6	The Bid Price must be firm for 90 Days (minimum)	#			
23.7	Bidder				
23.8	Signature & Date				
23.9	Physical Address				
23.10	Contact Person				
23.11	Telephone Number				
<b>24</b>	<b>SUMMARY OF PRICES</b>				
24.1	The total bid price must include the 2 year warranty as stated above.	#			R
24.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract as per paragraph 20.4.	#			R

24.3	Cost of building alterations including airconditioning system	#		R
	<b>GRAND TOTAL</b> (including 23.1 + 23.2 + 23.3)	#		R

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**SIGNATURE OF THE BIDDER OR REPRESENTATIVE**

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**DATE**



### Application for a Tax Clearance Certificate

**Purpose**

Select the applicable option ..... Tenders  Good standing

If "Good standing", please state the purpose of this application

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

**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name) .....

Trading name (if applicable) .....

ID/Passport no ..... Company/Close Corp. registered no .....

Income Tax ref no ..... PAYE ref no 7 .....

VAT registration no 4 ..... SDL ref no L .....

Customs code ..... UIF ref no U .....

Telephone no ..... Fax no .....

E-mail address .....

Physical address .....

Postal address .....

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

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname .....

First names .....

ID/Passport no ..... Income Tax ref no .....

Telephone no ..... Fax no .....

E-mail address .....

Physical address .....

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

**Particulars of tender** (If applicable)

Tender number [ ]

Estimated Tender amount R. [ ]

Expected duration of the tender [ ] year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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**Audit**

Are you currently aware of any Audit investigation against you/the company? YES NO  
If "YES" provide details

[ ]

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct [ ] to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</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.



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<b>Women</b>	<b>N/A</b>	<b>05</b>	<b>N/A</b>	
<b>Locality (Mpumalanga)</b>	<b>N/A</b>	<b>05</b>	<b>N/A</b>	
<b>Youth</b>	<b>N/A</b>	<b>05</b>	<b>N/A</b>	
<b>People Living with a Disability</b>	<b>N/A</b>	<b>05</b>	<b>N/A</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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 bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)