

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/254/22/MP

**DIGITAL CEILING SUSPENDED X-RAY SYSTEM (X1)
FOR CAROLINE HOSPITAL IN THE MPUMALANGA
PROVINCE**

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

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

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER: HEAL/254/22/MP		CLOSING DATE: 23 NOVEMBER 2022		CLOSING TIME: 12H00	
DESCRIPTION DIGITAL CEILING SUSPENDED X-RAY SYSTEM (X1) FOR CAROLINE HOSPITAL IN THE MPUMALANGA PROVINCE					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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 , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), 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 , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		Ms.NP Sibiya		CONTACT PERSON	
TELEPHONE NUMBER		013 766 3290		CONTACT PERSON	
CELL. NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				083 977 7774	
E-MAIL ADDRESS		Nomsas@mpuhealth.gov.za		CELL. NUMBER	
				FACSIMILE NUMBER	
				E-MAIL ADDRESS	
				NkosinathiZ@mpuhealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
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

Bid no: _____

**SUPPLY AND DELIVERY OF DIGITAL X-RAY
SYSTEM FOR CAROLINA HOSPITAL IN
MPUMALANGA PROVINCE**

- 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.

INTRODUCTION

1. This document establishes the requirements for **Digital X-ray System** for **Carolina Hospital** in Mpumalanga Province.
2. The system 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.
3. 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.
4. The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specific training) and commissioned at **Carolina Hospital** at the expense of the successful bidder, prior to full payment being made.
5. Detailed specifications for the above stated **System** are attached.
 - a. Annexure A: Digital Ceiling Suspended X-ray Unit (x2)
 - b. Annexure B: Picture Archiving and Communications System (PACS) and Radiology Information System (RIS)
 - c. Annexure C: Laser Printer
 - d. Annexure D: Room Alterations
6. A **Compulsory Briefing and Site Inspection** will be held, and Bidders are expected to attend.

EVALUATION CRITERIA TO BE USED

1. A hash (#) in the weight column of the Specification Document indicates that an item is an essential requirement, and a tender will be disqualified if this requirement is not met.
2. The Original Specification Document should be filled by hand and should not be reproduced or retyped.
3. The Specification Document should be signed and dated by the Bidder. Each page of the document must be initialed.

NB: The Bid will also be evaluated on preferential procurement regulation as 80/20 (80 for price & 20 for BBBEE Verification Certificate)

RETURABLE DOCUMENTS

Compulsory Returnable Documents	Attached YES / NO
SBD 1 - Invitation to bid	
SBD 4 – Bidders Disclosure	
SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2017 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Bidders (with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Codes of good practice) are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof. The date on the certified copies must not be older than three (03) months on the closure of the bid. NB: Certificates issued by IRBA and Accounting Officers have been discontinued.	
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 enable the Department to verify the supplier's tax status on the Central Supplier Database.	
Letter of approval by Executing Authority to do business if the entity has member /members who is/are a government employee.	
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.	
Bidders must scan the full completed bid document and save it on the disc or memory stick. This must be submitted with the bid on the closing date and time	
Familiarize yourself and initial every page of the General Condition of Contract.	

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 2017, 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) on the basis of:

Point allocation for price and equity ownership:

Price	80
B-BBEE Status level of Contributor	20

A maximum of (20) points shall be awarded to a bidder/s in respect of Broad-Based Black Economic Empowerment (BBBEE) contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1).

Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation (3) points must be awarded to a tenderer for attaining their BBBEE status level of contributor in accordance with the table below:

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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 BBBEE level of contributor.**

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

$$P_s = 80 \left[\frac{1 - \frac{P_t - P_{\min}}{P_{\min}}}{P_{\min}} \right]$$

Where:

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

P_t = Comparative price of tender or offer under consideration and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer

ANNEXURE A:

DIGITAL CEILING SUSPENDED X-RAY UNIT (X1) - CAROLINA HOSPITAL

WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement and a tender will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
1	GENERAL REQUIREMENTS				
1.1	This specification requires the supply, delivery and commissioning of a Digital Ceiling Suspended X-ray unit that will be able to carry out general radiological examinations				
1.2	System requirements:				
1.2.1	High frequency X-ray generator	#			
1.2.2	X-ray tube, cables and multileaf collimator	#			
1.2.3	Bucky table	#			
1.2.4	Erect Bucky stand	#			
1.2.5	Exposure System	#			
1.2.6	Image Processor	#			
1.2.7	Control Console	#			
1.2.8	System Interfaces	#			
1.2.9	Acquisition and Image Processing System	#			
2	X-ray generator				
2.1	Output power must be at least 80 KW	#			
2.2	State generator performance data: mA at kV (Highest mA value of 500mA or more at the highest kV value of 100 or more is preferred)	#			
2.3	State maximum power at 100 kV according to IEC601 (kW)				
2.4	Shortest switching time with automatic exposure control should not be more than one millisecond	#			
2.5	State the lowest mAs product (lowest mAs will be preferred and the lowest must not be above 0.5mAs)	#			
2.6	Maximum tube voltage must not be less than 120kV	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
2.7	State dimensions and weight of the generator cabinet - L x W x H in cm (smallest Generator size will be preferred)				
2.8	Automatic exposure techniques/programs must be available	#			
2.9	The user must be able to change the programs	#			
2.10	A monitoring and display for tube heat status must be provided	#			
2.11	Tube overload protection is required	#			
2.12	Automatic mains compensation is compulsory	#			
3	Wireless detector system				
3.1	A fully automatic, digital, radiographic examination and evaluation workstation based on flat detector technology for high image dynamics with excellent signal/noise ratio is required	#			
3.2	Two wireless flat panel detectors must be supplied	#			
3.3	All accessories required for the detectors to function including a spare battery with charging station must be supplied	#			
3.4	Detector must be at least 35cm x 43cm	#			
3.5	The detector must be of Cesium Iodide (CsI) technology	#			
3.6	Pixel Size should not be more than 150 micrometer	#			
3.7	Acquisition depth must be at least 12- bit	#			
3.8	A grid for the wireless detectors must be provided	#			
3.9	Description of the scattered radiation grid:				
3.9.1	State Type				
3.9.2	State Material				
3.9.3	State Focus				
3.10	A lateral Detector Holder tray for direct exposures transverse to the table for lateral beam projection, ideal for at least a 35X43cm detector must be provided.	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
4	Image processor:				
4.1	State Type				
4.2	State Storage matrix (It should be more than 1K Matrix)				
4.3	State Depth of memory				
4.4	State Storage capacity (for full format images) at least 10 000 images				
5	Control console must have the following:				
5.1	Patient data should be able to be entered manually				
5.2	Monitor size (diagonal) must be at least 19 inch	#			
5.3	Must be a complete standing console	#			
5.4	Image processing to have the following components:				
5.4.1	Keyboard	#			
5.4.2	Mouse	#			
5.4.3	Touch screen preferred				
5.5	The menu control should be able to do the following:				
5.5.1	Integrated generator operation	#			
5.5.2	Organ program selection	#			
5.5.3	Window position	#			
5.5.4	Horizontal and vertical image mirroring	#			
5.5.5	Image rotation	#			
5.5.6	Antero-Posterior (AP) / Postero-Anterior (PA)	#			
5.5.7	Configurable text annotation	#			
5.5.8	Filter selection	#			
5.5.9	At least 3 levels for edge enhancement and at least 3 for noise suppression	#			
5.5.10	Image zoom	#			
5.5.11	Must be able to print different layouts of selected images	#			
5.6	UPS to be included for computer system (that can run for at least 60 minutes)	#			
6	The image processor must have the following applications and evaluation programs:				
6.1	Organ-related application program	#			
6.2	Windowing	#			
6.3	Paging forward and back	#			
6.4	Multi-image display on the monitor	#			
6.5	Retro-collimation facilities	#			
6.6	Image documentation in the background				
6.7	Multi-tasking technique	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
6.8	Edge enhancement	#			
6.9	Noise suppression	#			
6.10	Reject analysis and Quality Control (QC) programs	#			
6.11	Zoom	#			
7	The following must be provided with the system interfaces:				
7.1	A "Conformance Statement" for all DICOM interfaces must be included. (the document must be attached)	#			
7.2	Interface DICOM: "Basic Print"	#			
7.3	Interface DICOM: "Modality Work-list"	#			
7.4	Interface DICOM: "Send as Service Class User (SCU)"	#			
7.5	Interface DICOM: "Receive as Service Class User (SCU)"	#			
7.6	Interface DICOM: "Retrieve as Service Class User (SCU)"	#			
7.7	Interface for checking the system status	#			
7.8	Software to all components must be DICOM interfaced	#			
8	X-ray tube with multileaf collimator must have the following:				
8.1	Nominal voltage range (40 - 150kV)	#			
8.2	State the nominal power				
8.3	Focal spot parameter according to International Electrotechnical Commission (IEC) 336	#			
8.4	Small focus of at least 0.6mm				
8.5	Large focus of at least 1.2mm				
8.6	Anode angle 12°				
8.7	State Anode material				
8.8	State the speed of rotating anode				
8.9	Heat storage capacity of the anode must not be less than 350KHU	#			
8.10	Heat storage capacity of the X-ray tube must not be less than 400KHU	#			
8.11	There must be a measuring tape on the X-Ray tube	#			
8.12	Light localizer on/off switching	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
9	Ceiling mounted tube support:				
9.1	The tube column must be ceiling mounted	#			
9.2	The X-ray tube assembly rotation must be at least 270° about the vertical and horizontal axis	#			
9.3	Tube movements:				
9.3.1	Longitudinal: at least ± 350 cm				
9.3.2	Transverse: at least ± 200 cm				
9.3.3	Vertical: Tube centre should be able to move down to the lowest of 30cm above the Floor				
9.4	Multiplanner movements controlled by electric lock	#			
9.5	All movements to be counter balanced				
10	X-ray examination table:				
10.1	Table movements must be motorised (all directions)	#			
10.2	Minimum height (above the Floor) 40cm				
10.3	Must have a Floating table top	#			
10.4	Detector carriage should have a motorized scattered radiation grid				
10.5	Film Focus Distance = 115cm				
10.6	Table top dimensions of at least 220L X 80W cm.				
10.7	Table top longitudinal movement of at least (50cm) in one direction with minimum patient weight of 220kg.				
10.8	Transversal movement of at least (20cm) in one direction with minimum patient weight of 220kg.				
10.9	Control of the table functions via footswitch attached to the table	#			
10.10	Electromagnetic brakes to be standard	#			
10.11	Table top to be of suitable low radiation absorption material	#			
10.12	Load capacity must be at least 220 kg	#			
10.13	Must have automatic exposure device	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
11	Erect detector bucky stand:				
11.1	State Type/Model				
11.2	State height adjustment range (vertical movement - motor driven)				
11.3	The bucky must be able to tilt up to 90°	#			
11.4	Radiation grid:				
11.4.1	Ratio (12:1) & not less than 60 parallel lines				
11.4.2	Focusing distance (100, 150, 180)cm				
11.5	Patient hand grips (lateral & above the head)	#			
12	Building alterations and installation				
12.1	A separate quotation must be supplied on the pricing schedule for the following, which will eventually form part of the total bid price:				
12.1.1	Construction and plumbing alterations (specify)	#			
12.1.2	Air conditioning suitable for cooling the room for optimum performance of the unit (specify)	#			
12.1.3	Electrical alterations (specify)	#			
12.1.4	Mechanical alterations (specify)	#			
12.1.5	The Bidder must inspect the site for installation and must quote for any building alterations that need to be made to accommodate the equipment offered. The Bidder must be responsible for all building, air conditioning, electrical, mechanical and plumbing alterations. A comprehensive plan must be presented to the Facility Management at the Institution.	#			
12.1.6	Should there be existing equipment in the X-ray room, the bid price must include the removal of that equipment to a specific location within the hospital. Please note that the existing equipment remains the property of the Hospital.	#			
13	Standards and safety:				
13.1	The unit must comply with an acceptable international electrical safety standard such as IEC 601-1 and 601-2 for medical equipment (attach certification).	#			
13.2	Please provide unique ref number of the ISO 13485 certificate	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
13.3	The unit being quoted for must be certified in terms of European declaration of conformity (attach a copy of certification).	#			
13.4	The Bidder must be registered with the South African Health Products Regulatory Authority (SAHPRA) and the proof must be attached.	#			
13.5	All electrical/electronic medical equipment must be licensed by Radiation Control. 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 will not be considered.	#			
13.6	The equipment bid for must be protected against electromagnetic interference.	#			
13.7	The equipment bid for must be the latest model - State the manufacture date of the latest model on the range offered (It should not be older than 5 years). Proof must be provided	#			
13.8	The bidder must state the lifespan of the equipment (preferably minimum 10 years)	#			
13.9	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 must be attached	#			
13.10	The machine's software must be updatable	#			
13.11	The Bidder must have an install base for the unit tendered for. Supply a list of institutions and machines (reference) currently installed by the Bidder in Government or Non Government institutions within South Africa (the Department reserve the right to verify the information)	#			
13.12	The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted for in this bid. A starter pack of all essential accessories & cleaning detergents must be supplied so that the unit can be put into immediate operation	#			
13.13	Equipment care manual or leaflet with clear instructions must be provided	#			
13.14	A Quality Assurance (QA) manual and log books must be provided on delivery of the machine	#			
13.15	Each page of the specification must be signed	#			

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14	Equipment warrantee and service specifications:				
14.1	No part shall be second hand or refurbished.	#			
14.2	Safety aspects of Radiation dosage leakage must be described.	#			
14.3	All equipment, materials and workmanship provided under this contract shall be unconditionally guaranteed for a minimum period of twenty four (24) months, including the QA Tests, from the date of commissioning. All costs associated with any preventative, safety inspection and any quality assurance test required during the warrantee period shall be included in the contract	#			
14.4	The Bidder must supply a planned maintenance programme, projected on a year-by-year basis for 5 years after expiration of the warrantee period as stated above. The bidder must state the cost for the up front maintenance contract for 5 years after the expiry of the warrantee period	#			
14.5	Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment	#			
14.6	It must be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this bid. Specify any consumables required	#			
14.7	Callout and backup service must be available daily for 24 hours/ 7 days	#			
14.8	Technicians must be qualified and factory equivalent trained to deal with service, repair and calibration of the equipment bidded for. NB: Proof of equipment specific factory (or equivalent) training must be submitted with this bid	#			
14.9	If the 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	#			
14.10	The technicians must be directly employed by the Bidder, state if the technicians are in the direct employ of the bidder. Please provide proof (e.g. appointment letter)	#			

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WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement and a tender will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
	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.	#			
14.11					
14.12	State lifespan and end of support date of the equipment offered.	#			
15	Service support:				
15.1	For urgent service requests, the bidder must respond to service requests outside regular hours including weekends	#			
15.2	The bidder will notify the Hospital in advance of any service calls to be made on site	#			
15.3	Please note, the Bidders service history will be evaluated	#			
16	Training:				
	On-site training must be undertaken to ensure the correct operation of the unit. Minimum initial training of 5 sessions and thereafter on request for the lifespan of the equipment. 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 attendance register of the staff trained must be made available before payment)	#			
16.1		#			
16.2	On site training by an Applications Specialist must be undertaken to ensure the correct operation of the unit and it must be discussed with end user	#			
16.3	Follow-up training, with the Application Specialist, after a specified usage period must be provided at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided to ensure that all pertinent staff will be able to attend	#			
17	General:				
17.1	A project plan with timelines must be provided to the Department of Health a week after the awarding of the Bid.	#			
17.1	Original colour brochures from the manufacturer giving technical specifications of the equipment must be submitted with the bid documents	#			
17.2	Complete operator/user manuals in English	#			
17.3	DICOM conformance statements	#			
17.4	Hospital Information System (HIS) and Radiology Information System (RIS)/Picture Archiving and Communication System (PACS) conformance statements.	#			

ANNEXURE A:

DIGITAL CEILING SUSPENDED X-RAY UNIT (X1) - CAROLINA HOSPITAL

WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement and a tender will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
17.5	Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical and pneumatic schematics.	#			
17.6	These manuals may be provided in electronic format as well as hardcopy	#			
17.7	The bidder shall provide updates and revisions of the manuals at no extra charge for the lifespan of the equipment	#			
18	Quality control (QC):				
18.1	The following phantoms for QC on Direct Digital Radiography (DDR) equipment must be provided:				
18.1.1	TOR RAD or equivalent	#			
18.1.2	A 1mm uniform thickness copper plate and at least (18x24)cm in size	#			
19	General information required:				
19.1	Make	#			
19.2	11	#			
19.3	Country of Origin				
19.4	Regional Agent				
19.5	Delivery Period				
19.6	The Bid Price should be firm for 90 Days				
19.7	Bidder				
19.8	Signature & Date				
19.9	Physical Address				
19.10	Contact Person				
19.11	Telephone Number				
19.12	Fax Number				
20	Summary of prices:				
20.1	The total bid price must include the 2 year warranty as stated above.	#			R
20.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract as per paragraph 14.4.	#			R
20.3	Cost of building alterations including airconditioning system	#			R
20.4	GRAND TOTAL (including 20.1 + 20.2 + 20.3)	#			R

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.			
	SPECIFICATIONS	Weight	COMPLIES Yes/No
1	PACS		
1.1	A solutions for PACS and RIS including server hardware, storage hardware, and software to support the user, modalities types and procedure volumes must be provided.	#	
1.2	Storage capacity for the PACS and RIS must provide online storage for all types of data for a minimum of 5 years based on the number of procedures and services in the facility.	#	
1.3	The storage facility must guarantee 100% data integrity, i.e. the data will not change or degrade over time or during transfer between devices or over the network	#	
1.4	Bidders must detail levels of protection to minimise loss and ensure the integrity of data, and the ability to recover data in the event of failure. (Recovery plan documentation must be attached)	#	
1.5	The PACS server must offer online disc cache 5 years in DICOM and 10 years in wavelet.	#	
1.6	This storage must be expandable.		
1.7	The PACS application software must offer the following functions:		
1.7.1	Image data storage;	#	
1.7.2	Synchronization of patient data, image data and report	#	
1.7.3	Study transfer from the PACS core server to the requesting clients	#	
1.7.4	Auto routing	#	
1.7.5	Lossless/lossy compression for storage	#	
1.7.6	Lossless/lossy compression for archiving	#	

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
1.7.7	Lossless/lossy compression for image distribution within the Radiology Department	#		
1.7.8	Lossless/lossy compression for clinical image distribution	#		
1.7.9	Complete event logging and audit trails	#		
1.7.10	Management of user profiles and access policies	#		
1.8	Exams will be stored in the PACS as lossless DICOM images and these DICOM images will be used for display on the Diagnostic Workstations.	#		
1.9	All images and reports in the online storage must be available via the web server to all the clinical review workstations.	#		
1.10	The web server should provide fast access to the data for all the review workstations.			
1.11	The PACS must be able to reply to a DICOM storage commitment request from any modality.	#		
1.12	The PACS administrator must be able to modify patient and study information for the DICOM studies, which have not been requested via DICOM Modality Worklist (e.g. C-arms in the operating theatre, Ultrasound Units etc.)	#		
1.13	The exam status information must be synchronized between RIS and PACS	#		
1.14	The exam status information must be visible in the RIS and PACS.	#		
1.15	The Radiographer should be able to access images as well as RIS information on the workstation, simultaneously.			
1.16	A seamless integration between RIS and PACS applications is required on the reporting station.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
1.17	The PACS database must communicate with the RIS. It must be able to receive new and updated information regarding patient demographics.	#		
1.18	A backup solution must be included in the PACS and RIS (Documentation must be attached).	#		
1.19	A project plan and strategy on how the PACS and RIS solution will be deployed must be attached. This should include project phases, tasks and resources.	#		
2	WORK STATIONS			
2.1	The Bidder must supply (1) 48cm (minimum size) flat screen TFT/LCD (or better) colour monitor, keyboard and mouse as a RIS station	#		
3	Radiographers viewing stations			
3.1	The Bidder must supply (2) 48cm (minimum size) flat screen TFT/LCD (or better) colour monitors as viewing workstations.	#		
3.2	All viewing workstations must have access to images and reports.	#		
4	Wards viewing stations			
4.1	The Bidder must supply (1) 48cm (minimum size) flat screen TFT/LCD (or better) colour monitors.	#		
4.2	The monitors must be wall-mounted, brackets and work-top for the support of the hard drive and keyboard provided.	#		
4.3	The viewing workstations must be provided with the software that allows use as viewing workstation for clinicians.	#		
4.4	All the graphics cards, connection cables and power cables must be supplied with the monitors.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
4.5	The total of 25 concurrent clinical review licences to be provided for the Viewing workstations and the PACS Workstations. The Viewing Workstations License must provide unlimited access.	#		
4.6	All viewing workstations must have access to images and reports.	#		
4.7	All monitors and harddrives must be well secured to avoid theft.	#		
5	ACCESSIBILITY			
5.1	Access to the PACS and RIS software must require authentication.	#		
5.2	Searching criteria to be used by referring clinicians to gain access to images and reports must at least include:			

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
5.2.1	Hospital number or accession number	#		
5.2.2	Patient name and surname	#		
5.2.3	Date of Birth	#		
5.2.4	ID Number or Passport Number	#		
5.3	The following functions must be supported on all viewing stations:			
5.3.1	Real time window/levelling			
5.3.2	Magnifying glass	#		
5.3.3	Multi study/series comparison	#		
5.3.4	Grey scale invert	#		
5.3.5	Pan / Zoom	#		
5.3.6	Flip / Rotate	#		
5.3.7	Basic measurements	#		
5.3.8	Customisable image layouts	#		
5.4	The PACS should be scalable in order to ensure adequate performance over a period of 5 years, considering a yearly growth of the image data volume of not less than 10 %.			
5.5	A UPS for the servers must be provided (to last for a minimum of 2hrs).	#		
5.6	The air-conditioner in the server room must be provided.	#		
6	ARCHIVE			
6.1	In addition to the above mentioned PACS storage system, an integrated long term archive is necessary (10 years) in order to provide access to DICOM images older than 5 years which are stored on the PACS Cache and provide security against data loss.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.				
	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
6.2	All necessary archive media must be included	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.				
SPECIFICATIONS		Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
6.3	A full disaster recovery solution must be provided. A separate archive solution must be provided in separate location within the hospital. (please give details of your solution).	#		
6.4	The PACS must be able to send images to other Institutions and to a future central repository or (Vendor Neutral Archive) VNA. It must also be able to receive images and receive reports from other Institutions. The PACS must include the DICOM Service Class Licence Query / Retrieve SCU and SCP.	#		
6.5	The bidder must provide detailed description of archive device and media. (Documentation must be attached)	#		
7	RIS			
7.1	The bidder must provide a Radiology Information System.	#		
7.2	The access to the RIS solution must be controlled by user access control, security and user tracking.	#		
7.3	The RIS solution must restrict access to only authorised users.	#		
7.4	The RIS solution must support individual user login with password authentication.	#		
7.5	The RIS solution must provide an audit trail of all user actions performed within the RIS solution, these audit trails must be accessible to authorised users.	#		
7.6	The RIS solution must provide an audit trail of all user access to modification of patient data, these audit trails must be accessible to authorised users.	#		
7.7	It must be possible to scan external documents and attached them to the patient record.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.				
	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
7.8	It must be possible for authorised users to scan and upload appropriate documentation, like procedure request forms, and attach these to the order.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
7.9	It must be possible to store multiple different types of files, such as Word, jpeg, Tiff, PDF, etc. in the RIS. Please give a list of file types supported by your RIS.	#		
7.10	It must be possible for authorised users to search for existing patients already registered in the RIS database.	#		
7.11	It must be possible for an authorised user to select the requested procedure via a pre-defined procedure list.	#		
7.12	It must be possible to add a patient's ambulatory status during the order entry process. i.e. bed, wheelchair, walking, etc.	#		
7.13	It must be possible to add a patient's personal details, department, exam type, number of exposures, name of Radiographer, referring clinician, etc.	#		
7.14	It must be possible for an authorised user to validate if the procedure is appropriately ordered.	#		
7.15	Access to patients previous imaging and reports must be possible	#		
7.16	It must be possible to filter the workload by modality.	#		
7.17	It must be possible for an authorised user to view the performed procedure workload.	#		
7.18	The RIS must display patient related alerts and warning such as allergies, etc.	#		
7.19	Once a user has indicated that the procedure has started the RIS shall automatically assign that procedure to the performing user.	#		
7.20	The bidder must detail the IHE profiles that are supported by RIS and PACS application software.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
7.21	All interfaces must be available on the basis of the international standards DICOM and HL7 (store, storage commitment, query/retrieve, modality worklist, modality performed procedure step, send, receive, print , off line media from all modalities). Please supply DICOM and HL7 conformance statements	#		
7.22	The RIS workstation must allow the Receptionist to perform the following:			
7.22.1	Register patient information.	#		
7.22.2	Verify patient demographics.	#		
7.22.3	Book patient examinations.	#		
7.22.4	Modality worklist (to view an overview of all scheduled exams) must be provided	#		
7.22.5	The system must have the ability to enter start and finish times of exams.	#		
7.23	Software licences for the following number of users must be provided:			
7.23.1	Radiographers = 5	#		
7.23.2	Receptionists = 1	#		
7.24	Desktop integration functionalities to be included:			
7.24.1	Single sign-on/ sign-off on the application level.	#		
7.24.2	Synchronization of PACS images with information selected in RIS.	#		
7.24.3	Synchronization of RIS information with images displayed in PACS client.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.				
SPECIFICATIONS		Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
7.25	The written report in the RIS and the associated images in the PACS must be linked permanently together. In case of emergency exams, the images must be available for immediate access after their arrival in the PACS.	#		
7.26	1x multi-function printer system must be supplied and linked to the RIS.	#		
8	HIS/RIS Integration			
8.1	The HIS/RIS interface as specified below is the responsibility of the bidder.	#		
8.1.1	The HIS is the custodian of patient demographics. The RIS must receive patient information (ADT) from the HIS in order to streamline the workflow. The data includes all demographic information for a patient as well as the administrative information about visits, insurances and medical information.	#		
8.1.2	After completing an examination, the RIS will pass billing information (DFT) to the HIS where a Uniform Patient Fee Schedule (UPFS) applicable to all patients at provincial health establishments will be applied.	#		
8.1.3	The integration will be tested using a predefined test matrix. The matrix will be agreed between the PACS-RIS vendor and the Hospital	#		
9	NETWORKING			
9.1	A separate network for the Radiology department must be provided.	#		
9.2	The backbone must be at least 1 Gigabyte laser enhanced optical fiber.	#		
9.4	Specify number of IP Addresses that will be required for the servers and workstations	#		
9.5	Specify network points required	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
9.6	Specify rack space required	#		
10	CD/DVD ROBOT AND WORKSTATION			
10.1	The CD/DVD robot will be used to produce labelled DICOM CDs for extrenal distribution. The specification includes the CD/DVD robot, workstation, monitor, keyboard, mouse etc. The software functionality and interoperability standards required for this device must be included.	#		
10.2	1x CD/ DVD robot station must be installed	#		
10.3	All individual modules required to provide the functionality as specified in this specification must be included and licenced to the hospital.	#		
10.4	The robot must be able to produce dual media i.e. both CDs and DVDs	#		
10.5	The robot must have the capacity of storing blank disks for each media type	#		
10.6	The robot must be capable of printing a pre-configured label onto the different types of media	#		
10.7	The robot must support the IHE portable data for imaging integration profile (PDI) as the actor Portable Media Creator. Please provide proof of your IHE integration.	#		
10.8	When media is created by the CD/DVD robot, a DICOM viewing application must be automatically written onto the media	#		
10.9	The robot must carry a load of at least 100 CDs per day. Please specify the load your device can carry.	#		
10.10	Please indicate the speed of burning, and if it has 2 burners in parallel.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
10.11	It must be possible to track the progress of writing and printing the DICOM media in the GUI of the CD/DVD robot solution.	#		
10.12	It must be possible to gain access to a list of previously written studies in the graphical user interface (GUI) of the CD/DVD robot solution.	#		
11	GENERAL			
11.1	The bidder must supply as part of its submission a complete description of the Proposed Integrated System theory of operation and include descriptions of key internal processes e.g. image distribution, image writing, database access, and hand-shaking with system modules. The bidder must provide descriptive system operation and workflow diagrams, and should include the staff requirements to operate and manage the system, their necessary training or qualifications, and the tasks that they will be performing.	#		
11.2	The bidder can review the site and comment on the facilities provided for the system with regards to available space, access to engineering services etc. All bidders will be given an equal opportunity to inspect the site, where bidders will be given the chance to verify the existing utilities including power, network infrastructure, space etc.	#		
11.3	All required software licensing must be included in the offered price. If an annual renewal of licensing is required this must be clearly stated.	#		
12	TRAINING			
12.1	On-site training on all new equipment to be included in the price	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
12.2	On - site training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week required. 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 clearly signed schedule of what was trained on must be made available before payment)	#		
12.3	After equipment delivery, an application specialist must demonstrate and train all staff on all aspects of the equipment	#		
12.4	The Bidder must provide one on one full training on PACS for all users associated with the site as and when required.	#		
12.5	The Bidder must provide full PACS group training with no more than 5 end users per session	#		
12.6	The Bidder must provide the end users with the relevant training material during training sessions at no extra cost	#		
12.7	The Bidder must provide a detailed training plan and strategy on how training will be conducted to the hospital. The training plan must highlight the user groups, training method and duration of each training session.	#		
12.8	The Bidder must provide training throughout the duration of the contract as and when requested to ensure competence of all users of the system at no extra cost.	#		
12.9	The Bidder must offer initial training to the end users before going live	#		
12.10	The Bidder must train at least 2 staff members (Radiographers/ IT personnel) on PACS administration on request and provide a certificate.	#		

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
13	GUARANTEE & MAINTENANCE			
13.1	Equipment, materials and workmanship provided under this contract must be unconditionally guaranteed for a minimum period of twenty four (24) months including the UPS from the date of commissioning. All costs associated with any preventative and safety inspection required during the guarantee period or any quality assurance test required during the guarantee period must be included in the contract.	#		
13.2	The maintenance contract must be fully comprehensive five year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS, labour, travelling, accommodation, service and maintenance. The five year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. This contract will commence after the 24 month guarantee period has expired. Software updates and upgrades to be included. This maintenance contract may be extended after the initial period.	#		
13.3	The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up-time is less than 98%.	#		
13.4	Up-Time is defined as follows: 24/7, i.e. 365days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.			

ANNEXURE B: PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (PACS) AND RADIOLOGY INFORMATION SYSTEM (RIS) - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

	SPECIFICATIONS	Weight	COMPLIES Yes/No	Provide your answer in this Column. You are advised to be straight to the point.
14	LEAD TIMES			
14.1	Delivery should take place within 6-8 Weeks from the date of receipt of a Purchase Order			
15	GENERAL INFORMATION REQUIRED			
15.1	Delivery Period			
15.2	Final Bid / Quotation Price inclusive of V.A.T.	#		
15.3	The Bid Price must be firm for 90 Days from close of Tender			
15.4	BIDDER			
15.5	Signature and date			
15.6	Physical address			
15.7	Contact person			
15.8	Telephone number			
15.9	Fax number			
16	SUMMARY OF PRICES			
16.1	Price of the Unit (inclusive of the two year warranty stated in 13.1, all necessary accessories)	#		
16.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract.	#		
16.3	GRAND TOTAL	#		

ANNEXURE C: SPECIFICATION FOR A DRY LASER PRINTER - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Provide your answers in this Column. You are advised to be straight to the point.
1	GENERAL TECHNICAL AND SAFETY SPECIFICATIONS			
1.1	This specification requires the supply, delivery and commissioning of a DICOM dry imaging printer with dry laser printing technology	#		
1.2	At least 3 film sizes (including 35 x 43 cm, 24 X 30cm and 18 X 24cm) must be supported by the printer offered	#		
1.3	At least 4000 x 5000 pixels recording on a 35 x 43 cm film must be possible	#		
1.4	The laser printer must be capable of inputs from up to at least 6 different modalities or diagnostic workstations	#		
1.5	The dry technology laser printer must be capable of printing at least 70 films of 35 x 43 cm size per hour	#		
1.6	The printer must be a daylight film loading unit	#		
1.7	Printer must be capable of accepting at least DICOM 3.0 print class data	#		
1.8	Dots Per Inch (DPI) must be at least 300 (State DPI)	#		
1.9	Grey Scale must be within the 4000 range	#		
1.10	State the number of film sizes that are permanently online (at least 3 sizes)	#		
1.11	UPS must be supplied for continuous power supply for at least an hour	#		
1.12	The printer must be the latest model - state date of initial manufacture of the model range. (must not be older than five years)	#		

ANNEXURE C: SPECIFICATION FOR A DRY LASER PRINTER - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

Item		SPECIFICATIONS			Weight	Complies Yes/No	Provide your answers in this Column. You are advised to be straight to the point.
2		TRAINING					
2.1	The end-user training must be provided by the successful bidder in the operation of the unit at no extra cost				#		
2.2	On-site training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week 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)				#		
2.3	Application specialist must train all users on an on-going basis at no additional cost				#		
2.4	Further training must be available on request				#		
3	EQUIPMENT GUARANTEES AND SERVICE SPECIFICATIONS						
3.1	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 (e.g. monitors, x-ray tubes, etc.) from the date of commissioning. All costs associated with any preventative and safety inspection required during the guarantee period or any quality control (QC) tests required during the warrantee period shall be included in the contract.				#		
3.2	The bidder must supply a planned maintenance programme, estimated on a year-by-year basis for at least 5 years after expiration of the guarantee period as stated above. The bidder must state the cost for the up front maintenance contract for 5 years after the expiry of the warrantee period.				#		

ANNEXURE C: SPECIFICATION FOR A DRY LASER PRINTER - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Provide your answers in this Column. You are advised to be straight to the point.
3.3	The maintenance contract must be fully comprehensive five year contract for preventative maintenance, service, repair and applicable quality control (QC) tests as prescribed by the Radiation Control Board of South Africa, covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS, labour, travelling, accommodation, service and maintenance. The five year maintenance plan must also include all quality check and QA/C requirements, including all required calibrations. This contract will commence after the warrantee period has expired. Software updates and upgrades must be included. This maintenance contract may be extended after the initial period.	#		
3.4	The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98 % will be added to the warranty period. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up-time is less than 98 %.	#		
3.5	Up-time is defined as follows: 24/7; i.e. 365 days times 24 hours = 8760 Hours. A down time of 2 % relates to 175 hours per annum	#		
3.6	No part must be second hand or refurbished	#		
3.7	Spare parts must be guaranteed available for the specified life span of the equipment, with a minimum of seven years	#		
3.8	It must be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender	#		
3.9	The bidder must supply 400 Sheets of each film size to be used on the printer on delivery of the equipment at no extra cost	#		
3.10	Software and hardware 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	#		

ANNEXURE C: SPECIFICATION FOR A DRY LASER PRINTER - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Provide your answers in this Column. You are advised to be straight to the point.
3.11	Delivery must take place within 6-8 Weeks from the date of receipt of a purchase order	#		

ANNEXURE C: SPECIFICATION FOR A DRY LASER PRINTER - CAROLINA HOSPITAL

NOTE: A hash (#) in the weight column indicates that an item is an essential requirement and a Bidder will be disqualified if this requirement is not met.

Item	SPECIFICATIONS	Weight	Complies Yes/No	Provide your answers in this Column. You are advised to be straight to the point.
4	GENERAL INFORMATION REQUIRED			
4.1	Device Information:			
4.2	Make:	#		
4.3	Model:	#		
4.4	Country of Origin:			
4.5	Delivery Period:			
4.6	The Bid Price must be firm for a minimum of 120 days from the closing date:			
4.7	R S A Import Permit Holder:			
4.8	Bidder Information:-			
4.9	Contact Person:			
4.10	Telephone Number:			
4.11	Cell Phone Number:			
4.12	Fax Number:			
4.13	Address:			
4.14	Date:			
4.15	Signature:			
5	SUMMARY OF PRICES			
5.1	The total bid price must include the 2 year warranty as stated above.	#		
5.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract.	#		
5.3	Grand total price (5.1 + 5.2)	#		

ANNEXURE D

ANNEXURE D: ROOM ALTERATIONS : CAROLINA HOSPITAL

	A. X-RAY ROOM	PRICE
A1.	CEILING	
1	Install ceiling with fluorescent and dim lights	R
A2	WALLS	
1	Install new Aircon and remove the old one and re-install it in the location to be advised by the end user	R
2	Install lead apron hanger stand (holding 5 hangers)	R
3	Close the existing window with bricks	R
4	Change all plugs and switches	
A3	DOORS	
1	Install a new lockable lead sliding door, warning light and security door	R
2	Replace the standard lead door next to the control panel	R
A4	CONTROL CUBICLE	
1	Extend lead window size and install lead glass (according to Rad Con. Requirements)	R
2	Install L-shaped work top and a shelf underneath	R
A5	CUPBOARDS AND BASIN	
1	Install lockable 2-door top cupboards and 2 door bottom cupboards with 1 shelf in each, and a set of drawers with 4 sliding drawers. All must be lockable.	R
2	Install a new Basin with elbow taps, soap dispenser and paper towel holder	R
A6	DISTRIBUTION BOARD	
1	Upgrade Distribution Board power	R
	B. VIEWING AREA/ STAFF ROOM	
B1	Install aluminium blinds to cover the window	R
B2	Install a worktop ; table, lockable 5-door top cupboards and 5 door bottom cupboards with 1 shelf in each, and a set of drawers with 4 sliding drawers.	R
B3	Install a new sink with elbow taps, soap dispenser and paper towel holder	R
B4	Provide 4 chairs with arm rests	R
B5	Remove shelves and files and relocate them to an area to be advised by the end user.	R
	C. SERVER ROOM	
C1	Convert the Darkroom into a Server Room and install aircon (remove the processors, stored old equipment and store them in the area to be advised by the end-user)	R
C2	Close the windows with bricks	R
C3	Install a new door with a code pad.	R
C4	Remove the hatch from the passage and close the opening	R
	D. TOILETS AND CHANGE ROOMS	
D1	Install a 2-seater wooden bench in the change room	R
D2	Install new basins with elbow taps, soap dispenser and paper towel holder	R
D3	Change the toilet set and toilet paper holder	R
D4	Install aluminium blinds to cover the windows	R
D5	Change lights	R
	E. PATIENT WAITING AREA	
E1	Remove the wooden bench and provide 3x 4 seater metallic chairs/bench	R
E2	Replace the main X-ray passage swing doors and install a security gate	R
	F. RECEPTION	
F1	Replace reception window	R
F2	Install desk with 4X sliding drawers below the window	R
F3	Install 3x top and 3x bottom lockable cupboards	R
		R
	G. OFFICE	
G1	Replace cracked window glass	R
G2	Install blinds	R
G3	change ceiling	R
G4	Install 3x top and 3x bottom lockable cupboards	R
G5	Install desk, 1x highback leather chair and 2 visitors chairs	R
	H. WHOLE DEPARTMENT	
H1	Paint all walls, doors and door frames	R
H2	Replace vinyl tile	R
H3	Install burglar proof in all windows and security gates in all entrance doors.	R
H4	Label all rooms and provide all required x-ray signage	R
	TOTAL	R

**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 applicantName/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

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of Institution	State

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

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

SBD4

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 or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender *(delete whichever is not applicable for this tender)*.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 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

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)