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# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF HEALTH

**BID NUMBER: HEAL/248/22/MP**

### **SUPPLY AND DELIVERY OF DIGITAL MAMMOGRAPHY UNIT (X1) FOR WITBANK HOSPITAL IN MPUMALANGA PROVINCE**

ISSUED BY:

Department of Health  
Private Bag X11285  
**Mbombela**  
1200

NAME OF BIDDER: .....  
TOTAL BID PRICE (all inclusive) : .....  
(Also in words): .....  
.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH</b>			
BID NUMBER:	HEAL/248/22/MP	CLOSING DATE:	29 JULY 2022
		CLOSING TIME:	12H00
<b>DESCRIPTION</b>			
SUPPLY AND DELIVERY OF DIGITAL MAMMOGRAPHY UNIT (X1) FOR WITBANK HOSPITAL IN MPUMALANGA PROVINCE			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		TCS PIN: <input type="checkbox"/> Yes <input type="checkbox"/> No	OR CSD No: B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
		<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	Dept. of Health	CONTACT PERSON	Mr. N. Zondo
CONTACT PERSON	Ms. N.P Sibiya	TELEPHONE NUMBER	084 977 7774
TELEPHONE NUMBER	013 766 3290	FACSIMILE NUMBER	
CELL. NUMBER		CELL. NUMBER	084 587 9053
FACSIMILE NUMBER		E-MAIL ADDRESS	NkosinathiZ@mpuhealth.gov.za
E-MAIL ADDRESS	nomsas@mpuhealth.gov.za		

## 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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 1.6. OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID

### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS/ PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

Bid no: \_\_\_\_\_

**SUPPLY AND DELIVERY OF DIGITAL  
MAMMOGRAPHY UNIT (X1) FOR WITBANK  
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 **Mammography Unit** for **Witbank Hospital** in Mpumalanga Province.
2. The system offered must comply with or exceed all of 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 **Witbank Hospital** at the expense of the successful bidder, prior to full payment being made.
5. Detailed specifications for the above stated equipment are attached.
  - a. Annexure A: Mammography Unit
  - b. Annexure B: 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)

**RETURNABLE DOCUMENTS**

<b>Compulsory Returnable Documents</b>	<b>Attached YES / NO</b>
SBD 1 - Invitation to bid	
SBD 4 - Declaration of interest	
<p>SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2017</p> <p>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.</p> <p>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. <b>The date on the certified copies must not be older than one (01) month on the closure of the bid.</b></p> <p>NB: Certificates issued by IRBA and Accounting Officers have been discontinued.</p>	
<p>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.</p>	
<p>Letter of approval by Executing Authority to do business if the entity has member /members who is/are a Government employees.</p>	
<p>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.</p>	
<p><b>Bidders must scan the fully 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</b></p>	
<p>Familiarize yourself and initial every page of the General Condition of Contract.</p>	

<p>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.</p>	
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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>B-BBEE Status level of Contributor</b>	<b>Number of points</b>
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 MAMMOGRAPHY UNIT (X1) - WITBANK 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/comments in this Column.
<b>1</b>	<b>GENERAL REQUIREMENTS</b>				
<b>1.1</b>	This specification requires the supply, delivery and commissioning of a full field digital mammography unit with C-arm assembly and ergo dynamically acquisition workstation with 2D imaging as well as 3D digital breast tomosynthesis system	#			
<b>1.2</b>	<b>The Unit must have the following components:</b>				
<b>1.2.1</b>	Computer aided diagnostic system with software	#			
<b>1.2.2</b>	Upright stereo-taxy biopsy system	#			
<b>1.2.3</b>	Biopsy chair	#			
<b>1.2.4</b>	External hard drive with a minimum of 1TB				
<b>1.2.5</b>	Vacuum assisted breast biopsy with excision system	#			
<b>2</b>	<b>GENERATOR</b>				
<b>2.1</b>	The generator must be of Constant Potential High frequency Inverter Type	#			
<b>2.2</b>	The generator rating must be between 5.0kW to 7.0kW, 200mA at 35kV	#			
<b>2.3</b>	The KV range must be from 20KV to 35KV	#			
<b>2.4</b>	The KV increments should be at least 1kV				
<b>2.5</b>	The mAs must range from 3 to 200mAs	#			
<b>2.6</b>	Automatic exposure device to be capable of 7 manual positions from nipple to chest wall and Automatic Exposure Control (AEC) to find the optimum area of the breast	#			
<b>2.7</b>	The mA range must be 10 to 200mA for Large focal Spot and 10 to 50mA for small focal Spot	#			
<b>3</b>	<b>X-RAY TUBE</b>				

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
3.1	Tungsten rotating biangular anode X-ray Tube must be provided.	#			
3.2	A dual focal spot X-ray Tube should be provided at most 0.13 mm small focal and 0.33 mm large focal spot				
3.3	Anode heat capacity must be at least 300KHU	#			
3.4	Total inherent filtration of the X-ray tube and shield (mm) must be at least 0,63	#			
3.5	Filtration to be included for Tomosynthesis. (State Filter)	#			
3.6	Filter selection method must be automatic and manual	#			
3.7	Tube light beam intensity must be at least 160 (LUX)	#			
3.8	Tube heat Storage must at least be 500KHU or more	#			
3.9	Fan Speed controlled in tube housing via temperature sensor must be provided.	#			
<b>4</b>	<b>COLLIMATOR</b>				
4.1	Collimation to be manually or automatically selected	#			
4.2	Automatic collimation adjustment is required when compression paddles are changed				
4.3	X-Ray field collimation for (18x24, 24x29, 15x15, 10x10)cm and (5x10)cm views to be included or Service Providers to provide the latest available collimation compatible with the unit to be supplied				
4.4	Collimation for Tomosynthesis should be included at (18 x 29)cm or Service Providers to provide the latest available collimation compatible with the unit to be supplied				
<b>5</b>	<b>C-ARM ASSEMBLY</b>				
5.1	The System must incorporate a Biopsy Ready C-arm	#			
5.2	The system must provide indented hand spaces on the side of the gantry for natural positioning of the patient hand holds	#			
5.3	The C-arm must have a Tomosynthesis Face Shield for optimum safety to the patient during Tomosynthesis and must be removable and retractable.	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
5.4	Range of breast platform vertical movement (from floor) should be at least from 71cm to 142cm motorized or Service provider to provide the latest motorized compatible to this item.				
5.5	A Streamlined Tube head and Source to Image Distance (SID) of 70cm should be offered to provide more workspace during interventional procedures or Service provider to provide the latest motorized compatible to this item.				
5.6	Method of angulations should be motorised from at least +195° to -155°. State range or Service provider to provide the latest motorized compatible to this item.				
5.7	Angle and SID must be displayed on the Gantry and the C-arm Head as well as on the Acquisition station	#			
5.8	Compression thickness and compression force information must be displayed on both sides of the Compression device and on the Acquisition Station.	#			
5.9	Automatic release of compression after exposure must be supplied	#			
5.10	Emergency release of compression during power failure must be available or during exposure abortion or failure	#			
5.11	C-arm rotation indents should be pre-programmable at any angle for up to four indents				
<b>6</b>	<b>DIGITAL IMAGE RECEPTOR</b>				
6.1	Direct and Indirect capture flat panel technology must be offered.	#			
6.2	Pixel pitch should be minimum of 70x70 microns				
6.3	Detector must be direct and indirect conversion type, eliminating the need to convert X-rays to light. No scintillation scanning method of imaging acquisition must be offered	#			
6.4	Active area should be minimum of (24x29) cm				
6.5	Resolution should be at least 3328x4096 pixels				

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
6.6	High contrast limiting resolution (lp/mm) should be at least 7 lines per mm				
6.7	State detector calibration frequency period. Calibration period to be at least 1 week valid	#			
6.8	Calibration to be performed by the user				
6.9	The chest gap between detector cover and detector plate should be at maximum of 4mm				
6.10	Image acquisition time to display image on the workstation must be less than 4 seconds.	#			
6.11	Imaging Modes must be Conventional Mammography, Tomosynthesis, Combined Conventional and Tomosynthesis under the same compression in Craniocaudal (CC) and Mediolateral Oblique (MLO) positions.	#			
6.12	A Grid reducing scatter radiation drastically must be offered. (State Grid type and advantages)	#			
6.13	A Grid with Auto motorized retraction for Geometric views and Tomosynthesis must be offered	#			
6.14	Linear Response over 400:1 in X-ray exposure or more must be offered.	#			
6.15	Output image bit data must be at least 14 bit	#			
6.16	X-ray exposure level at which image pixels are saturated should not be less than 500mR				
6.17	Failed Pixels on the detector should be fixable and the detector Certified as usable after Pixel has been fixed				
6.18	The detector should be powered from its own individual supply and controllers offering the detector on/off times to be managed individually to prolong the detector's lifespan by more than 100%				
<b>7</b>	<b>GANTRY</b>				
7.1	Input Line Voltage to be 200/208/220/230/240VAC Single Phase at 50Hz with 10% mains compensation	#			
7.2	A 15VA online UPS must be installed with a Line ripple Filter	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
7.3	The Gantry must be licensed for Tomosynthesis and must be ready for Tomosynthesis upon Installation. No additional upgrades will be accepted.	#			
7.4	The Tomosynthesis must be used on its own as well as with a Combo Mode, where a conventional mammogram is taken and a Tomo sweep is done under the same compression.	#			
7.5	The sweep angle for Tomosynthesis must be 15 to 50 degrees to compensate for patient movement and minimizing breast compression time, optimizing image quality and throughput per patient	#			
7.6	The total Tomo sweeps must be done in less than 4 seconds and the dosage must be similar to that of a Conventional mammogram	#			
7.7	The Tomo sweep exposure shots should be rapid scans of 15 projections and each exposure taken per degree to prevent overexposure of the patient.				
7.8	Reconstruction of the projections has to be done in a manner to construct 1mm slices of the breast for the full compression thickness.	#			
7.9	An upper 5mm of reconstruction slices above the breast skin line should be available to compensate for any paddle offsets.				
7.10	The Tomosynthesis software must be able to Synthesize 2D images from 3D tomosynthesis Studies or able to be upgradable for this				
7.11	State if the software will be able to be upgraded to perform localisation hookwire and contrast enhanced breast mammography in both 2D and Tomosynthesis.				
<b>8</b>	<b>COMPRESSION</b>				
8.1	State the maximum manual compression that can be applied	#			
8.2	Two pairs of foot pedals for compression adjustment required as well as vertical C-arm height adjustment.	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
8.3	Adjustable and displayed compressor force with Pre, Full, Dual compression selectable modes must be available. Pre-compression mode from (70 to 134) N must be available.	#			
8.4	Full motorized compression from (89 to 178) N must be available with a manual override up to 300N	#			
8.5	Motor driven compression paddles for (18x24, 24x30)cm and 'spot' views must be included	#			
8.6	The compression device must be configurable for fixed paddle and fully adjustable self tilting paddle system conforming to the natural contours of the breast applying equal force from nipple to chest wall.	#			
8.7	Manual and motorised compression movements must be provided	#			
<b>8.8</b>	<b>The following Paddles must be provided:</b>				
8.8.1	(24x29) cm Paddle	#			
8.8.2	(18x24) cm Paddle	#			
8.8.3	Small Breast Paddle	#			
8.8.4	Frameless Spot Paddle	#			
8.8.5	10cm contact Paddle	#			
8.8.6	10 cm magnification Paddle	#			
8.8.7	(5-10) cm spot contact paddle(State Size)	#			
8.8.8	(5-10) cm spot magnification Paddle(State Size)	#			
8.8.9	Removable Face Shield	#			
8.8.10	Removable, Retractable Tomosynthesis Face Shield	#			
8.8.11	Magnification Platform	#			
8.8.12	15cm Perforated Localization Paddle	#			
8.9	Automatic Motorized paddle shift must be possible for the next view optimizing workflow and time	#			
8.10	Compression tilt and flexible paddles must be standard as well as fully adjustable and user selectable	#			
8.11	Range of movement of the compression device, relative to the breast support platform must be at least 30cm or more	#			
<b>9</b>	<b>MAGNIFICATION</b>				

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
9.1	Carbon Fibre magnification platform must be provided.	#			
9.2	Area of detector used for magnification should be (18x24) cm				
9.3	The size of the magnification compression paddles in cm must be (18x24) cm Paddle, 10cm x15cm Magnification paddle and (5-10) cm spot magnification Paddles or Service Provider to provide the compatible paddle sizes available.	#			
9.4	Clearance above the magnification device when fitted in cm must be between 18cm to 30 cm.	#			
9.5	Compressed breast thickness should be displayed when using magnification on the Gantry and the Acquisition Station.				
9.6	AEC function must be activated during magnification.	#			
9.7	Focal spot size used for magnification must be 0.1mm.	#			
9.8	System for magnification views 1.5 and 1.8 times to be included.	#			
<b>10</b>	<b>RADIATION PROTECTION</b>				
10.1	The system must have the ability to display Exposure Indicator values (EI/S-values), immediately after exposure.	#			
10.2	X-ray Warning Notice for display at the X-ray Room entrance.	#			
10.3	The applicable systems must have an integrated Dose Area Product (DAP) meter that includes skin dose equivalent measurement functions.	#			
10.4	A radiation report must be automatically generated and transferable via DICOM.	#			
10.5	The unit must be FDA or CE approved product	#			
10.6	Electrical safety conforms to standards for electrical safety IEC-60601	#			
10.7	The unit must comply to IEC-61267	#			
10.8	The equipment/system must be approved and licensed by the Radiation Control Directorate	#			

**ANNEXURE A: DIGITAL MAMMOGRAPHY UNIT (X1) - WITBANK HOSPITAL**

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
10.9	A copy of a valid license issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the tender. Failure to submit such a valid license may result in a tender not being considered.	#			
10.10	Acceptance testing must be performed as part of the installation.	#			
10.11	Safety aspects of Radiation dosage leakage must be spelt out	#			
10.12	The required QA Tools must be provided	#			
10.13	Display Exposure index values must be included	#			
10.14	Lead Glass window to be installed as per room requirement	#			
10.15	Radiation protection Lead equivalence of the radiation protection screen must be 0.5mm Pb and must be convex, covering the radiographer from various angles against scatter radiation.	#			
10.16	Patient Conventional face shield to be included.	#			
10.17	Patient Tomosynthesis face shield to be included, removable and retractable.	#			
10.18	Emergency stop controls must be supplied on both sides of the gantry and on the Acquisition Workstation	#			
10.19	Interlocks to stop system movement when compression is applied must be provided.	#			
10.20	Interlock for premature release of the X-ray switch must be available	#			
10.21	Interlock preventing an exposure whenever the filter or light field is not positioned correctly must be possible.	#			
10.22	Phantom for calibration should be provided.	#			
10.23	Geometry Phantom for Tomosynthesis calibration must be provided.	#			
<b>11</b>	<b>RADIOGRAPHER'S ACQUISITION STATION</b>				
11.1	The Workstation must be Multi Core Intel Based CPU Technology.	#			

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11.2	Minimum Random Access Memory (RAM) requirements must 32 GB	#			
11.3	Data Disk Drive must be 1TB or more	#			
11.4	A 3MP Greyscale Medical Grade LCD Display must be provided on a left or right articulating Arm	#			
11.5	A 1.2MP screen colour LCD Display must be provided as a user interface display which is built in the ergonomic station table, optimizing workflow and throughput.	#			
11.6	Quick login and access to the application software must be available. State method.	#			
11.7	A built in Automated barcode reader should be provided if required, in liaising with Worklist operations.	#			
11.8	A keyboard, Trackball and/or mouse on the workstation must be provided.	#			
11.9	Ergonomically Designed X-ray Exposure switches must be provided, eliminating repetitive motion discomfort. The system must be configurable for one or two lever activation as well as remote X-ray activation.	#			
11.10	DICOM Services must include Worklist, Print, Storage Commitment, Query/Retrieve and Modality Performed Procedure Step.	#			
11.11	Image storage of up to 9000 conventional images and 3000 Tomosynthesis images or more is required. State image storage capacity.	#			
11.12	The Acquisition Station must have its own UPS installed on the Station.	#			
11.13	All patient details must be ordered via Completed, In Progress, Pending, Scheduled and All.	#			
11.14	Advanced search facility must be available for searching the patient database.	#			
11.15	Query/Retrieve functionality must be available from PACS to the Acquisition Station.	#			
11.16	DICOM communications from the radiographer's Acquisition workstation to the Radiologist review Station must be possible.	#			

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11.17	A full Quality Control tab must be visible to perform all the required checks as per its due time including Automatic SNR/CNR, Artefacts, Image Quality, etc.	#			
11.18	The AEC Exposure modes must include: Auto Time, Auto kV, Auto Filter and Manual. In addition, a Tissue exposure Control mode must be available	#			
11.19	Implant software must be available to reprocess implant views for optimized image quality should the radiographer be unaware of an implant present.	#			
11.20	A full reject and repeat analysis report must be generated per radiographer	#			
11.21	The view orders have to be programmed according to each radiographer's preferences.	#			
11.22	Output Groups must be setup to maximize the radiographer's workflow.	#			
11.23	Printing of images must be available to DICOM printers as well as normal Printers	#			
11.24	Importing of other vendors Images must be possible and must be IHE compliant and importation problem free. Reprocessing of the imported images must be possible.	#			
11.25	The Images must be Grey Scale DICOM Compliant	#			
11.26	The View Order must be configurable and programmable for each Radiographer's preferences.	#			
11.27	A CDRW/DVD Writer must be available for importing or exporting of images	#			
11.28	A USB 2.0 Port must be available for importing or exporting of images and must be visible on the station outside.	#			
11.29	QA and QC Test patterns including AAPM-TG and SMPTE patterns must be available in the application.	#			
11.30	Only licence keys required to install a stereotactic device must be offered. No additional hardware and software upgrades must be necessary to upgrade to a Stereotactic Biopsy Device.	#			
11.31	All Image optimization and Radiologists preferences settings must be adjusted via software settings	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
11.32	Access to prior (old) and current images and exchange of annotation must be possible	#			
<b>12</b>	<b>IMAGING ON ACQUISITION WORKSTATION</b>				
12.1	Window width and level with fine adjustment tool must be available. State.	#			
12.2	The following image processing must be possible on the workstation:				
<b>12.2.1</b>	<b>Image display:</b>				
12.2.1.1	Freely selectable screen layout	#			
12.2.1.2	Windows settings (contrast and brightness setting)	#			
12.2.1.3	Magnification, stepped and dynamic zoom	#			
12.2.1.4	Image inversion (black/white)	#			
12.2.1.5	Ability to cross reference	#			
<b>12.2.2</b>	<b>Roaming of image</b>	#			
<b>12.2.3</b>	<b>Image Mirrored</b>	#			
<b>12.2.4</b>	<b>Edge enhancement</b>	#			
<b>12.2.5</b>	<b>ROI</b>	#			
<b>12.2.6</b>	<b>AEC sensor position displayed on image</b>	#			
12.2.6.1	SNR Automatic Calculation	#			
12.2.6.2	CNR Automatic Calculation as well as Base Value Programmable	#			
12.2.6.3	Patient Information as DICOM Header info must be available	#			
<b>12.2.7</b>	<b>Zoom and Crosshair</b>				
<b>12.2.8</b>	<b>Annotation:</b>	#			
12.2.8.1	Draw Oval marking	#			
12.2.8.2	Measure a distance	#			
12.2.8.3	Draw freehand	#			
12.2.8.4	Add a text note	#			
12.2.8.5	Send a Notice for the current image to the destination selected	#			
12.2.8.6	Send notices for All images in the opened study to the selected destination	#			
<b>12.2.9</b>	<b>Image evaluation:</b>				
12.2.9.1	Fit to Viewport	#			

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12.2.9.2	True Size	#			
12.2.9.3	View Actual Pixels	#			
12.2.9.4	Multi up Display	#			
12.2.9.5	Image tiling Advance	#			
<b>12.2.10</b>	<b>Administration:</b>				
12.2.10.1	The demographic patient data must be retrieved directly from a HIS/RIS system	#			
12.2.10.2	The demographic patient data must be entered manually or via Worklist.	#			
12.2.10.3	Barcode scanner for liaising with Patient Worklist, ensuring the correct Patient is in the Mammo Room	#			
12.2.10.4	Retrieval of images from CD, DVD or PACS or USB 2.0 Port	#			
12.2.10.5	The workstation must be fully DICOM compatible and include MPPS functionally	#			
12.3	Exposure Index must be visible after the exposure to assess the Index for the Image	#			
12.4	Tomosynthesis Projections must be displayed on the workstation	#			
12.5	Tomosynthesis Construction images must be displayed on the Workstation Display and must be scrollable and with Cine Mode as well.	#			
12.6	The possibility to add a view or a whole procedure must be available on the Workstation.	#			
<b>13</b>	<b>RADIOLOGIST'S REPORTING STATION</b>				
13.1	Two High Contrasts 5 Mega Pixel monitors of at least 21 inch must be provided and must be approved for Mammography.	#			
13.2	Monitors must have sensors installed with Built in auto calibration and QA self -diagnosis and report writing of QA/QC diagnostics.	#			
13.3	Monitor resolution to be at least 2048 x 2560	#			
13.4	User interface to be by mouse and keyboard.	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
13.5	Displayed image bit depth must be at least 10 bits.	#			
13.6	Removable archive media must be CD/DVD and USB 2.0	#			
13.7	A PC with Data Drive, Application Drive and an Operating System Drive to be offered in RAID1 for optimal protection of Patient Data.	#			
13.8	Storage Space to be a minimum of 1 TB	#			
13.9	PC must be Windows based system with High end Dual Quad Processor @ minimum 32 GB RAM. Latest Windows, 64 Bit Operating System	#			
13.10	A UPS must be provided for the Workstation	#			
13.11	The Reviewing Software must be dedicated mammography Based Image review Software customized for radiologist use, optimizing Workflow and ease of use.	#			
13.12	DICOM services to include Print, Storage, Query/Retrieve/Auto Fetching of Priors from PACS and media export/import	#			
13.13	A Dedicated Mammo Keypad, apart from a normal keyboard must be provided for easy workflow, imaging tools and reviewing of Images via dedicated keys and specified Workflow.	#			
13.14	User preferences for scrolling mode, cine speed, default slab thickness and default initial slice must be available for Tomosynthesis reviewing	#			
13.15	Display initial hanging snapshot for a four-view Tomo study in less than 2 seconds must be possible	#			
13.16	Registration of, and instant toggle between 2D and 3D images	#			
13.17	Automatic scrolling through a limited range of slices must be possible	#			
13.18	Generate Tomosynthesis Movies as .AVI files for presentation and possible to export movies	#			
13.19	Annotate or tag reconstructed slices and store to PACS as a GSPS or DICOM Secondary Capture Image	#			
13.20	Tag reconstructed slices to save as TIFF images for presentation and printing	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
13.21	Efficient review with personalised report flows for any clinical situation per Radiologist must be provided.	#			
13.22	Single click navigation through each programmed step must be possible	#			
13.23	Intelligent roaming through images must be possible and be programmable for each Radiologists Preferences	#			
13.24	Automatic step-through full image resolution of breast quadrants	#			
13.25	Automatic retrieval (Auto Fetching) of prior studies from PACS upon receipt of current images must be offered. State	#			
13.26	Manually or Automatically merge patient cases if patient presents with different ID and date of birth combination must be offered.	#			
13.27	Display of standard mammography images for all FFDM vendors as well as CR mammography, MRI mammography and Ultrasound MG must be possible.	#			
13.28	Correct comparisons of current and prior images must be possible	#			
13.29	Clarified display of CAD marks and information on 2D must be possible	#			
13.30	Consistent Patient, study and image information labelling to be displayed	#			
13.31	Digital Communication channel between the radiologist and the Radiographer, independent of PACS must be possible.	#			
13.32	Exchange markings, annotations, comments, queries and instruction must be possible and must be able to save to PACS.	#			
<b>14</b>	<b>COMPUTER AIDED DIAGNOSTICS PC AND SOFTWARE</b>				
14.1	CAD PC with 2.6GHz Processor or more. 32 GB RAM or More, HDD space of 1 TB or more must be offered	#			
14.2	CD RW/DVD Drive with 2 Ethernet ports to be offered	#			
14.3	CAD must support up to 4 licensed digital ports	#			
14.4	CAD Software using sophisticated algorithms, searches digital mammograms for potential micro calcifications and masses- characteristics commonly associated with breast cancer to be offered	#			

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14.5	The Algorithms must also incorporate anatomic correlation technology where this technology correspond findings in the contra lateral breast and different views of the breast.	#			
14.6	CAD must support outputs to PACS or DICOM Workstations	#			
14.7	Throughput of CAD cases must be 40-60 per hour/nominal	#			
14.8	CAD Display able to be archived to PACS	#			
14.9	Additional CAD specifics with Calcifications and Masses.	#			
14.10	CAD specificity and sensitivity to be programmed as per Radiologist's preferences.	#			
14.11	CAD overlay markers to be visible on Images when requested.	#			
<b>15</b>	<b>UPRIGHT STEREO-TAXY BIOPSY SYSTEM</b>				
15.1	<b>3D BIOPSY SYSTEM (2D/ CEMS Biopsy or similar) must be provided</b>	#			
15.2	Weight of the Biopsy system should be less than 7kg				
15.3	Ability to do stereo Biopsy in any angle of the c-arm rotation	#			
15.4	The Biopsy window should be a minimum of (6 x 7) cm.				
15.5	Auxiliary paddle must be included to offer a solution to biopsy in the auxiliary region	#			
15.6	Stereo pair images shall be acquired automatically without requiring the technician to move the x-ray tube.	#			
15.7	Large SID, at least equal to or larger than 68cm, to allow for easy installation of the biopsy system.	#			
15.8	Detachable control unit	#			
15.9	Screen color display on the control unit must be provided.	#			
15.10	Biopsy add-on shall support Tomo guided biopsy procedures.	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
15.11	Transparent Biopsy compression paddles (5cm x 5cm axillary biopsy paddle, 5cm x 5cm standard biopsy paddle and a 6cm x 7cm standard biopsy paddle) must be provided.	#			
<b>16</b>	<b>OPERATOR CONSOLE</b>				
16.1	Biopsy user interface and targeting must be integrated on the mammography system acquisition workstation.	#			
16.2	Target must be possible on both stereo, or on one stereo and one scout.	#			
16.3	Ability to acquire a scout with (18x24) cm collimation, to be able to view tissue around biopsy window.	#			
16.4	Possibility to target up to 6 targets.				
16.5	Automatic placement of target on the third image after targeting on two images.	#			
16.6	Possibility to program different biopsy devices and needles.	#			
16.7	Automatic calculation of safety margins versus the detector and the paddle according to the needle used.	#			
16.8	DICOM 3.0 Print/Storage/Storage commitment and worklist approved.	#			
16.9	X-Ray generation and detector control functions integrated in a single operator console and controlled through the graphical user interface.	#			
16.10	Control device capable of tracking actual number of exposures by display icon versions of acquired images.	#			
16.11	Grayscale monitor for previewing images, 3MP minimum.	#			
16.12	Preview and image info (KV, mas, dose, compression thickness, force) Available after every exposure.	#			
16.13	Ability to add comments to an image	#			
16.14	Ability to edit views.	#			
<b>17</b>	<b>LATERAL ARM</b>				
17.1	A 15 cm lateral biopsy compression paddle and a support paddle for lateral arm must be provided	#			

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Item	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers/comments in this Column.
17.2	The lateral arm must come in a case holder with needle guides and support	#			
<b>18</b>	<b>VACUUM ASSISTED BREAST BIOPSY AND EXCISION SYSTEM</b>				
<b>18.1</b>	<b>The system must include the Breast Biopsy and Excision system with the following:</b>				
18.1.1	Footswitch should be compatible for use in MRI as well				
18.1.2	Power Cord	#			
18.1.3	Vacuum line and assembly with Line Filtering	#			
18.1.4	Stereotactic Adapter for use on system offered	#			
18.2	Must be compatible with the stereotactic system offered and utilized for handheld MRI.	#			
18.3	Must be compatible with Ultrasound use	#			
18.4	Using needle lengths of (9, 12 and 14) cm.	#			
18.5	Needle gauge of 9 and 12 gauge.	#			
18.6	Vacuum generated: 71 cm Hg at sea level				
18.7	Biopsy and Excision system must be Mobile on rugged, Sturdy Base for use with other Modalities.	#			
<b>19</b>	<b>MAMMOGRAPHIC BIOPSY CHAIR</b>				
19.1	Mammography chair with low, removable arm rest and adjustable height, allowing easy access to the unit on offer, must be included.	#			
<b>19.2</b>	<b>The Unit must have the following components:</b>				
19.2.1	Must include a Foot pedal controlled hydraulic pump	#			
19.2.2	Four caster lock system to lock the wheels.	#			
19.2.3	Minimum of 150kg patient weight capacity	#			
19.2.4	Upright Seated position: 25" W x 38.5"H				
19.2.5	Fully reclined: 25" W x 73"L				
19.2.6	Overall Height: 29" raises to 36.75"				

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19.2.7	Seat Back: 32.5" above the seat				
19.2.8	Wheels: 6" with locks.				
<b>20</b>	<b>Quality Assurance</b>				
20.1	An advanced Retake / Reject / Repeat analysis software package that includes analysis as well as calculations in percentages, must be provided for applicable systems.	#			
20.2	It is the responsibility of the bidder to connect the unit to PACS	#			
<b>21</b>	<b>EQUIPMENT WARRANTY AND SERVICE SPECIFICATIONS:</b>				
21.1	No part must be a second hand or refurbished.	#			
21.2	Safety aspects of Radiation dosage leakage must be described.				
21.3	Bid price to include delivery, installation, commissioning, two year warranty and training. Acceptance of the equipment will only take place after commissioning of the equipment.	#			
21.4	All equipment, materials and workmanship provided under this contract shall be unconditionally guaranteed for a minimum period of twenty four (24) months, including the vacuum products (x-ray tube, monitors etc.) and the QA Tests, from the date of commissioning. All costs associated with any preventative and safety inspection required during the warrantee period or any quality assurance test required during the warrantee period shall be included in the contract.	#			
21.5	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.	#			

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21.6	The maintenance programme must be fully comprehensive five year contract for preventative maintenance, service, repair and Annual Quality Assurance 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 (including X-Ray tube, detector, generator, etc), labour, travelling, accommodation, service and maintenance. The five year maintenance contract must also include all quality check and quality assurance requirements, including all required calibrations. This contract will commence after the warrantee period has expired. Software updates and upgrades to be included. This maintenance contract may be extended after the initial period.	#			
21.7	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.	#			
21.8	The technicians must be directly employed by the Bidder, state if the technicians are in the direct employ of the bidder. <b>Please provide proof (e.g. appointment letter).</b>	#			
<b>22</b>	<b>GENERAL TECHNICAL AND SAFETY SPECIFICATIONS</b>				
22.1	The unit must comply with an acceptable international electrical safety standard such as IEC 601-1 and 601-2 for medical equipment (attach certification).	#			
22.2	Please provide unique ref number of the ISO 13485 certificate	#			
22.3	The unit being quoted for must be certified in terms of European declaration of conformity (attach a copy of certification).	#			
22.4	The Bidder must be registered with the South African Health Products Regulatory Authority (SAHPRA) and the licence must be attached.	#			
22.5	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.	#			

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22.6	The equipment bidded for must be protected against electromagnetic interference.	#			
22.7	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). provide proof	#			
22.8	The bidder must state the lifespan of the equipment (preferably minimum 10 years).	#			
22.9	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.	#			
22.10	The machine's software must be updatable.	#			
22.11	The Bidder must have an install base for the unit tendered for. Supply a list of institutions and machines (reference) currently installed in Government or Non Government institutions within South Africa.	#			
22.12	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. <b>A starter pack of all essential accessories &amp; cleaning detergents must be supplied so that the unit can be put into immediate operation.</b>	#			
22.13	Equipment care manual or leaflet with clear instructions must be provided.	#			
22.14	A Quality Assurance manual and log books must be provided.	#			
22.15	Each page of the specification must be signed.	#			
<b>23</b>	<b>END USERS TRAINING</b>				
23.1	The end-user training must be provided by the successful bidder in the operation of the unit at no extra cost.	#			

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23.2	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).	#			
23.3	The successful bidder must arrange for an acceptance test of the equipment. A copy of the acceptance test results must be forwarded to the Institution.	#			
23.4	Application specialist must train all users on an on-going basis at no additional cost.	#			
23.5	A Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language must be submitted on delivery of the unit.	#			
23.6	The bid submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer.	#			
<b>24</b>	<b>GENERAL INFORMATION REQUIRED</b>				
<b>24.1</b>	<b>Device Information:</b>				
24.1.1	Make:	#			
24.1.2	Model Number:	#			
24.1.3	Country of Origin:	#			
24.1.4	Delivery Period:				
24.1.5	The Bid Price must be firm for a minimum of 90 days from the closing date:				
24.1.6	R S A Import Permit Holder:				
24.2	Bidder Information:-				
24.2.1	Contact Person:				
24.2.2	Telephone Number:				
24.2.3	Cell Phone Number:				
24.2.4	Fax Number:				
24.2.5	Address:				
24.2.6	Signature:				

**ANNEXURE A: DIGITAL MAMMOGRAPHY UNIT (X1) - WITBANK 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/comments in this Column.
24.2.7	Date:				
<b>25</b>	<b>SUMMARY OF PRICES</b>				
25.1	The total bid price must include the 2 year warranty as stated above.	#			
25.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract as per paragraph 21.5.	#			
25.3	<b>GRAND TOTAL (including 25.1 + 25.2)</b>	#			



**ANNEXURE B: MAMMOGRAPHY ROOM ALTERATIONS : WITBANK HOSPITAL**

	<b>A. MAMMOGRAPHY ROOM</b>	<b>PRICE</b>
<b>1</b>	<b>WALLS</b>	
1.1	Install lead apron hanger (wall mounted stand)	R
1.2	Paint walls and install wall paper on one side of the wall facing the door	R
1.3	Install blinds on windows	R
<b>2</b>	<b>DOORS</b>	
2.1	Replace doors	R
<b>3</b>	<b>FLOOR</b>	
3.1	Replace vynil tile	R
<b>4</b>	<b>CEILING</b>	
4.1	Install dim lights	R
<b>5</b>	<b>CUPBOARDS</b>	
5.1	Install 2-door top and bottom slim cupboards	R
<b>6</b>	<b>DISTRIBUTION BOARD</b>	
6.1	Upgrade Distribution Board power	R
<b>7</b>	<b>Provide 1 x adjustable bar chair for Mammographer</b>	<b>R</b>
	<b>TOTAL</b>	<b>R</b>



### Application for a Tax Clearance Certificate

**Purpose**

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

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

Empty text box for stating the purpose of the application.

**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4				SDL ref no	L					
Customs code					UIF ref no	U					
Telephone no					Fax no						
E-mail address											
Physical address											
Postal address											

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

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no					Fax no						
E-mail address											
Physical address											

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

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

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

---

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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:

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

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**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) 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 last 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		
<b>OR</b>		
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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
------------------------------------------------

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
------------------------------------------------------------------------------------------------------------------

## 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](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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
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/industrialdevelopment/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:** \_\_\_\_\_

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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