Western Cape Government
Health
FOR YOU

SUPPLY CHAIN MANAGEMENT – GROOTE SCHUUR HOSPITAL

REFERENCE: GSHPT/R/175/2023

ENQUIRIES: E.R. ROMAN

COVER LETTER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GROOTE SCHUUR HOSPITAL, DEPARTMENT OF HEALTH & WELLNESS WESTERN CAPE GOVERNMENT

BID NUMBER: GSHPT/R/175/2023 **CLOSING DATE: 25 MARCH 2024** **CLOSING TIME: 11H00**

A PARTNERSHIP FOR THE PROVISION AND PLACEMENT OF AN INTEGRATED AUTOMATED CT BRAIN IMAGING SOFTWARE WITH ADVANCED CAPABILITIES FOR USE IN THE DIAGNOSIS AND TREATMENT OF TIME-SENSITIVE ACUTE STROKES, INCLUSIVE OF A FULL MAINTENANCE AND SUPPORT AGREEMENT TO GROOTE SCHUUR HOSPITAL AND REFERRING HOSPITALS FOR A CONTRACT PERIOD OF FIVE (5) YEARS, WITH AN INITIAL PROOF OF CONCEPT NO-COST PLACEMENT FOR A MINIMUM OF TWO (2) YEARS DURING WHICH THE CONTRACT MAY BE DISSOLVED SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, WITH THE OPTION TO PROCURE FROM YEAR 3 FOR A FURTHER 3 YEAR PERIOD.

THIS SPECIFICATION WILL INCLUDE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION, COMMISSIONING, TRAINING, SUPPORT AND MAINTENANCE OF THIS INTEGRATED SOLUTION AT GSH AND REFERRAL HEALTHCARE FACILITIES. THIS SOLUTION SHALL INCLUDE A FULL MAINTENANCE AND SUPPORT AGREEMENT TO THE INSTITUTION FOR THE FULL CONTRACT PERIOD.

The successful **bidder will be required to complete and sign a written contract form (WCBD7.1).**

BID DOCUMENTS MAY BE POSTED TO: **ETTIENE ROMAN, PROCUREMENT (BID OFFICE), FIRST FLOOR F46, ROOM 53, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL, OBSERVATORY 7925**

OR

DEPOSITED IN THE BID BOX SITUATED IN: **THE FOYER, MAIN ENTRANCE, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL, OBSERVATORY 7925**

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

Please note the following important information and requirements:

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding the location of the Institution's bid box, bidders are advised to refrain from soliciting the advice of the Security Personnel on duty and to rather contact **Ettiene Roman (Tel: 021 404 2345)** for assistance. No names of bidders or prices will be read out at the time of closing. The bid box is generally open 24 hours a day, 7 days a week.

All bids must be submitted on the official forms – (not to be re-typed) and only **originally signed documents** will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects, will invalidate the bid.**

All bids must be accompanied by a letter signed by the bidder, authorizing the Institution, in name, instead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.

Bidder to indicate which other currently pending bids issued by the Institution it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Institution reserves the right to compare the respective bid documentation and information provided by the bidder.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 and the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.

	CENTRAL SUPPLIER DATABASE
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za
Contact telephone	021 483 0582

In instances where a bidder's tax compliance status becomes non-compliant during evaluation and before award, the recommended bidder/s must be afforded 7 working days to confirm tax compliance in order for the bid to be considered.

Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and not their B-BBEE status on the CSD. Bidders are further required to complete the attached form WCBD 4. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids."

Bidders must be duly **registered** on CSD at **closing of the award.**

** **"duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents,

including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, such supplier will be suspended on the WCSEB.

Bidders need to submit bid documents **under the same name as per the site meeting attendance register and/or as per the bid register** when they obtain the bid documents. Bid documents will not be evaluated if there is a discrepancy in the company name.

The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

- **Special Conditions** (if applicable)
- **WCBD 1** – The Bid. **(FAILURE TO COMPLETE AND SIGN PART A & PART B FORMS WILL INVALIDATE YOUR BID.)**
- **WCBD 3.1 -** Specification/your schedule of offers
- **WCBD 4** – Declaration of interest
- **WCBD 5** – National Industrial Participation Programme
- **Amended WCBD6.1** – form to claim points as BBBEE contributor
- **Sworn Affidavit** – BBBEE Qualifying Small Enterprise
- **Supplier's checklist**
- **BBBEE Certificate (valid original or certified copy)**

Please refer all bid enquiries to the following officials:

- Ettiene Roman at telephone number (021) 404-2345 or e-mail at Ettiene.Roman@westerncape.gov.za

DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: ____ FEBRUARY 2024

COLLIN FRANK
20 FEB 2024
DEP. DIRECTOR - FINANCE & SCM

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

TABLE OF CONTENTS

NOTE TO BIDDERS

BIDDERS WILL BE REQUIRED TO SUBMIT A COMPLETED BID OFFER, DEPOSITED IN THE BID BOX OR DELIVERED TO THE BID OFFICE AT GROOTE SCHUUR HOSPITAL AS INDICATED ON COVER LETTER (PAGE 1).

BIDDERS ARE ALSO REQUIRED TO SUBMIT AN ELECTRONIC VERSION OF THE COMPLETED BID OFFER TO ETTIENE ROMAN VIA EMAIL TO Ettiene.Roman@westerncape.gov.za

CLOSING DATE FOR SUBMITTING OFFERS IS 25 MARCH 2024.

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

SPECIAL CONDITIONS OF CONTRACT

THIS BID IS DUE AT 11:00 ON 25 MARCH 2024

VALIDITY EXPIRES ON 25 MAY 2024

	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1. POC PARTNERSHIP 1.1. A POC partnership for the provision and placement of an integrated automated advanced CT brain imaging software for use in the diagnosis and treatment of time-sensitive acute strokes (ischaemic and haemorrhagic) for a contract period of five (5) years, with an initial proof of concept no-cost placement for a minimum of two (2) years during which the contract may be dissolved subject to supplier performance and departmental prescripts, at the sole discretion of the department, with the option to procure from year 3 for a further 3 year period. 1.2. Inclusive of brain NCCT, CTA, CT-perfusion, Large Vessel Occlusion (LVO) and intracranial haemorrhage (ICH) detection and workflow co-ordination platform. 1.3. Inclusive of a full maintenance and support agreement to GSH including referral hospitals for a contract period of five (5) year with the two (2) years POC no cost and from Year three (3) to Year five (5) with cost. **2. DELIVERY LOCATIONS** 2.1. Goods **are required for delivery to the Direct Issue Store, A-floor, A22 of Groote Schuur Hospital, an** institution under the control of the Western Cape Department of Health & Wellness, in such quantities as specified in the bid specification/pricing schedule. **3. DELIVERY AND DOCUMENTS (GCC PAR. 10.1 AND 10.2)** 3.1. The successful bidder is to ensure the supply, delivery, installation, demonstration, commissioning, training, support, and maintenance of the offered solution on site within four (4) – six (6) weeks after awarding of the bid. Failure to adhere to this timeframe will result in the implementation of the penalty provisions as provided for in GCC Par. 22.	

4. PRICES (GCC Par. 17)

4.1. The integrated solution for GSH and referring hospitals shall include a full maintenance and support agreement for the full contract period of five (5) years, including the POC period of a minimum two (2) years at no cost.

4.2. During the POC initial period, the contract may be dissolved at any point, subject to supplier performance and at the sole discretion of the department.

4.3. Bid prices shall be quoted firm, subject to Rate of Exchange. No rate of exchange claims will be allowed.

4.4. All prices quoted must include delivery to the various stores as indicated in paragraph 1 above.

4.5. **Bid prices shall be quoted nett and VAT INCLUSIVE.** Bidders providing a discount may indicate so.

4.6. For the POC period, points 4.3, 4.4 and 4.5 are not applicable. These points will only be applicable should the Department decide to continue the contract after the POC period.

5. PAYMENT

5.1. In the interest of security and expeditious payment, it is the policy of the institution to effect payment by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Groote Schuur Hospital's contracts and has not been registered already, the supplier will be required to furnish the Groote Schuur Hospital with its banking details for the systems in operation (Logis, BAS, Syspro) in order shall be registered. Successful bidders must ensure, therefore, that their banking details are provided to institution on request where necessary.

5.2 Payment shall be 30 days from receipt of invoice.

5.3 Payment Conditions (GCC Par. 16.1)

Payment in full will be made when the designated Hospital Official confirms in writing that the contract conditions have been complied with and that handover in good working order has been received.

5.4 Payment Currency (GCC Par. 16.4)

Payment will only be made in Rands in the Republic of South Africa.

5.5 For the POC period, points 5.1 to 5.4 are not applicable. These points will only be applicable should the Department decide to continue the contract after the POC period.

6. **NEGOTIATIONS**

6.1 The institution reserves the right to enter negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia POC extensions and service delivery should it be deemed necessary.

6.2. The institution reserves the right to negotiate additional functionality pertaining to the services provided.

6.3 The institution reserves the right to negotiate to roll out to other Healthcare facilities with the same functionality. POC or costing model to be negotiated.

7. PERFORMANCE SECURITY (GCC Par. 7.1 + 7.4)

7.1 No performance security amount is specified or required to be paid to the purchaser.

8 **INSURANCE (GCC Par. 11.1)**

8.1 The ownership of the goods and responsibility for safekeeping thereof remains the responsibility of the supplier until the equipment are handed over in good working order to the designated official in the hospital.

9. **TRANSPORTATION (GCC Par. 12.1)**

9.1 An all-inclusive delivered, to point of use price is required.

10 **WARRANTY (GCC Par. 15)**

10.1 Warranty period **(GCC Par. 15.2)**

10.1.1 The warranty shall remain valid for 12 months after the solution has been handed over to the designated hospital official.

11. **SETTLEMENT OF DISPUTES (GCC Par. 27)**

11.1 **Mediation Proceedings (GCC Par.27.1)**

11.1.1 The mediation shall be informal. The Head: Western Cape Department of Health and Wellness shall have the absolute discretion to determine the procedure to be followed.

12. **APPLICABLE LAW (GCC Par. 30)**

12.1 The contract shall be determined in accordance with South African laws.

13. GENERAL

13.1 Receipt of the invitation to bid does not confer any right on any party in respect of the equipment or in respect of, or against, the institution. The institution reserves the right, in its sole discretion:

13.2 **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,

13.3 **To amend** the bid process, closing date or any other date at its sole discretion,

13.4 **To cancel** the bid or any part of the bid before the bid has been awarded,

13.5 **Not to accept** the POC, lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,

13.6 **Not to award** the bid to the highest points or lowest price,

13.7 **To reject** all responses submitted and to embark on a new bid process.

14. CONTACT DETAILS

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

Name: .....

Designation: .....

Telephone no with area code: ..... Fax no: .....

Cellphone no: .....

Email address: .....

14.2 Enquiries may be directed to the bid administrator, tel no **(021) 404 2345;** or e-mail **Ettiene.Roman@westerncape.gov.za**

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

ADDITIONAL CONDITIONS OF CONTRACT

		BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	**Changes to Bidders Operational Status**	
1.1	As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must, accordingly, advise the Department.	
1.2	Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.	
2.	**Contract period**	
2.1	The contract period shall be five (5) years, with an initial POC no-cost placement for a minimum of two (2) years during which the contract may be dissolved subject to supplier performance and departmental prescripts, at the sole discretion of the department, with the option to procure from year three (3) for a further three (3)-year period.	
2.2	Cloud Hosting costs to be inclusive of the solution.	

WCBD 1

PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH & WELLNESS – GROOTE SCHUUR HOSPITAL

BID NUMBER:	**GSHPT/R/175/2023**	CLOSING DATE:	**25 MARCH 2024**	CLOSING TIME:	**11H00**
DESCRIPTION	**A PARTNERSHIP FOR THE PROVISION AND PLACEMENT OF AN INTEGRATED AUTOMATED CT BRAIN IMAGING SOFTWARE WITH ADVANCED CAPABILITIES FOR USE IN THE DIAGNOSIS AND TREATMENT OF TIME-SENSITIVE ACUTE STROKES, INCLUSIVE OF A FULL MAINTENANCE AND SUPPORT AGREEMENT TO GROOTE SCHUUR HOSPITAL AND REFERRING HOSPITALS FOR A CONTRACT PERIOD OF FIVE (5) YEARS, WITH AN INITIAL PROOF OF CONCEPT NO-COST PLACEMENT FOR A MINIMUM OF TWO (2) YEARS DURING WHICH THE CONTRACT MAY BE DISSOLVED SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, WITH THE OPTION TO PROCURE FROM YEAR 3 FOR A FURTHER 3 YEAR PERIOD.** **THIS SPECIFICATION WILL INCLUDE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION, COMMISSIONING, TRAINING, SUPPORT AND MAINTENANCE OF THIS INTEGRATED SOLUTION AT GSH AND REFERRAL HEALTHCARE FACILITIES. THIS SOLUTION SHALL INCLUDE A FULL MAINTENANCE AND SUPPORT AGREEMENT TO THE INSTITUTION FOR THE FULL CONTRACT PERIOD.**			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE FOYER, ENTRANCE 5, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL.

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ettiene Roman	CONTACT PERSON	Ettiene Roman
TELEPHONE NO	021 404 2345	TELEPHONE NO	021 404 2345
FACSIMILE NO	N/A	FACSIMILE NO	N/A
E-MAIL ADDRESS	Ettiene.Roman@westerncape.gov.za	E-MAIL ADDRESS	Ettiene.Roman@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN.		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART THE QUESTIONNAIRE BELOW

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

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 THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

ENQUIRIES CAN BE DIRECTED TO OUR BID OFFICE AT THE NUMBER PROVIDED ON THE COVER PAGE.

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

PROVINCIAL GOVERNMENT OF

GROOTE SCHUUR HOSPITAL

SPECIFICATION

A partnership for the provision and placement of an integrated automated CT brain imaging software with advanced capabilities for use in the diagnosis and treatment of time-sensitive acute strokes, inclusive of a full maintenance and support agreement to Groote Schuur hospital and referring hospitals for a contract period of five (5) years, with an initial proof of concept no-cost placement for a minimum of two (2) years during which the contract may be dissolved subject to supplier performance and departmental prescripts, at the sole discretion of the department, with the option to procure from year 3 for a further 3 year period

1. INTRODUCTION

Groote Schuur Hospital (GSH) aims to acquire a partnership for the provision and placement, with an initial no-cost, POC period, of an automated brain CT imaging software to improve the diagnosis and treatment of time-sensitive acute strokes, whether ischemic or haemorrhagic. Using cloud-based, deep learning algorithms, the software must have advanced capabilities in the diagnosis of acute stroke including NCCT, CTA, CTP, detection of Large Vessel Occlusions (LVO) and intracranial haemorrhage (ICH). In addition, the software should provide simultaneous, real-time notification to the stroke team of urgent neurovascular conditions, with access to the outputs on a mobile non-diagnostic image viewer.

2. BACKGROUND

The global lifetime risk of stroke in adults is significant, and it is a leading cause of disability. Early intervention is crucial to reduce disability and mortality rates. GSH has a specialized acute stroke team offering 24/7 acute recanalization treatments for acute ischemic strokes. Selecting appropriate patients for early intervention relies on optimal brain imaging. The proposed software utilizes AI and deep learning algorithms, significantly improving the accuracy and speed of patient selection for treatment. It can detect core-penumbra mismatch, occluded vessels, and brain haemorrhages, aiding in the selection of suitable patients for intravenous thrombolysis and mechanical thrombectomy or early triage for surgery. The benefits of such software and the impact on the outcomes for stroke patients at our institution will be significant.

3. SCOPE

A partnership for the provision and placement of an integrated automated CT brain imaging software with advanced capabilities for use in the diagnosis and treatment of time-sensitive acute strokes, inclusive of a full maintenance and support agreement to GSH including referral hospitals for a full contract period of five (5) years, including an initial no-cost POC period for a minimum of two (2) years. This specification will include Supply, Delivery, Installation, Demonstration, Commissioning, Training, Support and Maintenance of this integrated solution at GSH and referral healthcare facilities. This solution shall include a full maintenance and support agreement with GSH including referral hospitals for the full contract period of five (5) years, inclusive of the POC period.

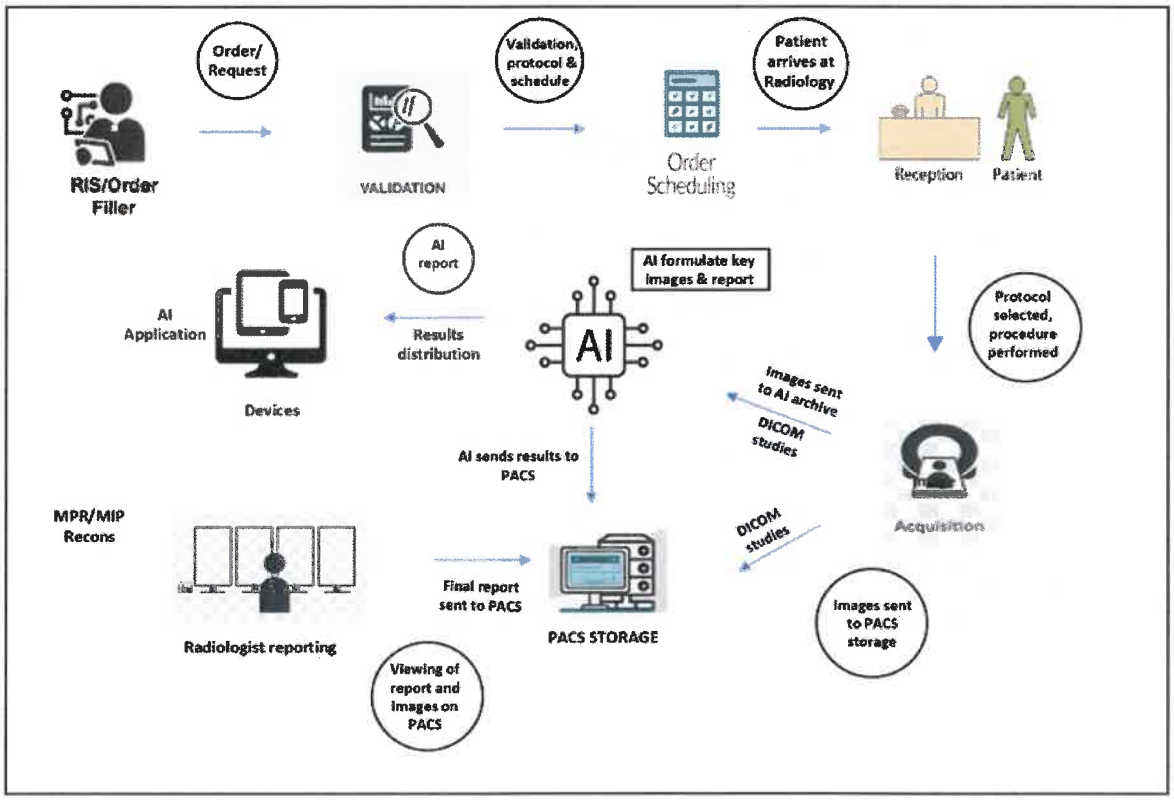
4. ACRONYMS AND ABBREVIATIONS

AI	Artificial Intelligence
CT Scan	Computed Tomography scan
CDSS	Clinical Decision Support System
CTA	Computed tomography angiography
CTP	Computer tomography perfusion scan
CeI	Centre for e-Innovation
DICOM	Digital Imaging and Communications in Medicine
DMWL	DICOM Modality worklist
DOHW	Department of Health and Wellness
EHR	Electronic Health Record
EXEC	Executive Committee
GSH	Groote Schuur Hospital
HIS	Hospital Information System
HL7	Health Level 7
HOD	Head of Department
ICT	Information Communication Technology
IT	Information Technology
LAN	Local Area Network
LVO	Large Vessel Occlusion
MRI	Magnetic Resonance Imaging
MIP	Maximum Intensity Projection
MPR	Multiplanar reconstruction
NCCT	Non-Contrast Computed tomography scan
OEM	Original Equipment Manufacturer
PACS	Picture Archiving Communications System

PHCIS	Primary Health Care Information System
PHDC	Provisional Health Data Centre
PMI	Patient Master Index
POC	Proof of Concept
POPIA	Protection of Personal Information Act
RIS	Radiology Information System
SCM	Supply Chain Management
SITA	State Information Technology Agency
SLA	Service Level Agreement
SMA	Service management agreement
TCP/IP	Transmission Control Protocol/Internet Protocol.
UAT	User Acceptance Testing
UID	Unique identifier
VPNRA	Virtual Private Network Remote Access
WAN	Wide Area Network
WCG	Western Cape Government
WCGHW	Western Cape Government of Health and Wellness

5. PROPOSAL WORKFLOW ENVIRONMENT

We require an automated brain CT imaging software at Groote Schuur Hospital for use in treating time-sensitive acute strokes, for which highly effective treatments are available. This software would automate the detection and quantification of acute ischemic strokes, exclude the presence of brain hemorrhage, detect large vessel arterial occlusions, and provide a communication platform for rapid alerting of on-call neurovascular team members.



CURRENT GSH CLINICAL WORKFLOW

Order Entry in the RIS
Procedure validation and Scheduling
Arrival
Image Acquisition
Modality archive- PACS
Radiologist reporting
Radiology Results distribution
Modality/PACS archive - AI solution
AI processing (model training) and Validation
AI Results distribution (application)
Radiologist validation of the AI results(application)

GSH Clinical Workflow Requirement	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
The vendor's imaging solution must integrate with the existing operational clinical/radiological business processes that include but is not limited to the following workflows.	

Order Entry in the RIS

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	HIS integration to RIS and PACS - PMI	PMI patient information transferred from HIS to PACS/RIS via international healthcare standards: HL7 messaging standard.	
2.	HL7 messaging standard	Seamless Transfer of patient information with defined fields using the HI7 standard (no manual entry)	
3.	Radiology request for a procedure	Electronic radiology request for specialized procedures requiring validation by radiologist	
4.	Clinical indication for stroke protocol	It is compulsory for the Clinician to provide relevant clinical information pertaining to the requested procedure	

Procedure validation and Scheduling

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	Validation – for specialized procedures	All specialized radiology procedures require validation before the procedure can take place	
2.	Radiology Protocoling	Specialized radiology procedures require specific exam protocoling	
3.	Stroke AI protocoling	A dedicated stroke protocol will be defined for the AI Solution (Collaborative)	
4.	Emergency scheduling	The procedure is Immediate and has the highest priority – within 24 hours of approval	
5.	Priority scheduling	The procedure is prioritized within 48 hours of approval	
6.	Elective is for non-urgent procedures	The procedure is prioritized within seven (7) days	
7.	Stroke protocol	Window period for stroke patients to be	

		done it needs to be scheduled within the defined parameters/priorities	

Arrival

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	HIS attendance	Attendance in HIS, appointment, attend and dispose functions are done/completed	
2.	RIS arrival	Attendance in RIS, arrives the patient	
3.	RIS starting of procedure	Radiographer starts the patient on RIS which triggers the patient worklist on the modality (MPPR)	

Image Acquisition

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	PMI - DMWL	Modality makes a DMWL Query. The PMI is a DICOM tag or element that contains information about the patient, such as their name, patient ID, date of birth, and other demographic data. It is a crucial part of a DICOM file header and ensures proper identification and organization of patient-related data in images.	
2.	AI stroke protocol parameters	The relevant protocol is initiated with the appropriate parameter's setup on the modality	
3.	Acquisition of images, patient undergoing procedure	Patient is positioned, and the modality captures the images.	
4.	Modality automated MPR reconstructions	Automated MPR reconstructions are performed using specialized medical imaging software	
5.	Integration between the CT modality, PACS, and AI archive solution.	Simultaneously with PACS storage, the CT images are sent to an AI archive solution. The integration ensures that the AI system can access and process the images for analysis	
6.	AI trigger? Brain CTA/ defined stroke protocol/	Redefined protocol aligned to AI requirements.	
7.	Archive of images	Images are archived to PACS storage and the AI archive	

Modality archive- PACS

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	DICOM send	Using the DICOM protocol, the CT scanner initiates a connection with the designated PACS server. The server's details, such as IP address and port, are configured in the scanner.	
2.	DICOM store	DICOM C-Store (Storage) is the counterpart on the PACS side, which receives and stores the incoming DICOM images from the modality. This ensures that the received images are properly organized, indexed, and securely stored within the PACS archive	
3.	DICOM send from modality	The modality sends the DICOM images to the PACS server/archive through the established connection, and the PACS receives and stores them	
4.	DICOM store from modality	The received DICOM images are securely stored within the PACS archive, often organized by patient, study, and series. The PACS system indexes the stored images for easy retrieval by authorized users/clinicians	

Radiologist reporting and Results distribution

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	Radiology reporting: consultant and registrar, consultant workflow	The radiologist accesses the PACS system, where the CT brain images are stored. They use specialized PACS viewer software to review the images, examining them for abnormalities, lesions, or any other relevant findings	
2.	Image annotation	During the review process, the radiologist may annotate the images with markers, measurements, and textual notes to highlight specific	

		areas of interest or concern.	
3.	Radiology Report	Using dedicated reporting tools within the PACS or a radiology reporting system, the radiologist generates a detailed radiology report. This report typically includes the following elements Patient demographics and identification, clinical history and reason for the CT scan (provided by the referring clinician). Detailed description and interpretation of the CT brain images, including any abnormalities or significant findings. Recommendations or suggestions for further diagnostic tests or follow-up. Conclusions and impressions.	
4.	Link of report to images	The radiologist ensures that the report is appropriately linked to the specific CT images, ensuring a clear and accurate correlation between the findings and the images.	
5.	Integration with RIS	Once the radiology report is finalized, it is integrated with the RIS and linked to the patients current and previous images and report	

Modality/PACS archive - AI solution

	Requirement	**Description**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
1.	DICOM send to AI	DICOM Send, allows a modality or a PACS system to send DICOM images and associated data to the AI archive solution. This ensures the secure and standardized transmission of images to the AI archive for further analysis and storage	
2.	DICOM store to AI	Upon receiving the DICOM data from the modality, the AI archive solution stores the images and associated data in a standard healthcare format (DICOM\HL7).	

		The received Study Instance UID is linked with the with the data\ images (UID to maintain the integrity of the study). This ensures that the study is correctly identified and linked to the RIS order.	
3.	Healthcare standard/ Healthcare normative standards	The AI archive solution must support DICOM communication and storage to receive and process DICOM images. The DICOM C-Store service on the modality sends the DICOM images and data to the AI archive solution. The AI solution must be compliant with the normative healthcare standards.	

AI processing and validation

	Requirement	**Description**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
1.	Image processing and analysis	The AI archive solution can integrate with AI algorithms and tools, allowing for the seamless execution of AI-based analysis on stored medical images.	
2.	Model capabilities	Machine learning/ Deep learning/ AI Capabilities models and AI algorithms relevant to neurovascular disorders for image analysis, feature extraction and accuracy.	
3.	Stroke Classification and Localization	AI/machine learning and deep learning will analysis the data and process the data. This involves the identification and localization of the stroke with pattern recognition	
4.	Results presentation (key image and report)	Based on the analysis, the AI system generates key reports and images that include AI-detected findings, measurements, and other relevant information. These reports may highlight potential issues or areas of concern.	

5.	Validation by clinician specialist	The specialist clinician assesses the model performance and outcomes of the processed report and images for accuracy, classification, and treatment.	
6.	Additional functionality/tools of the AI solution	MIP, MPR and 3D capabilities with advanced visualization tools and neurovascular capabilities	
7.	Alerts and notification	Alerts and notification mechanisms of critical findings or changes in stroke risks.	
8.	Integration with PACS System	The processed image and report will be sent to PACS. The UID links with the original study in PACS (without creating a new study/exception)	
9.	Validation by the radiologist	Radiologist consultant validates the report and images against the original report that was generated by the AI solution.	
10.	Validation by the radiologist	Radiologist consultant validates the report and images against the original report that was generated by the AI solution.	
11.	Quality Assurance and control	Monitoring and evaluation that both reports are aligned. Their review serves as a quality control measure to ensure that the AI's findings are accurate and aligned with clinical results	
12.	Clinical Decision-Making	The validated radiology report serves as a crucial resource for the referring clinician and the broader healthcare team. It informs clinical decision-making, treatment planning, and patient management for the specialist clinician.	

AI Results distribution

	Requirement	Description	BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)
1.	Send and store	AI key images and reports sends to PACS. The UID/accession number must be retained for reconciliation	
2.	Interoperability	Integration the AI solution into the clinical workflows via the international healthcare standards/healthcare normative standards	
3.	Patients study (images and reports)	Unique identifies to maintain the integrity of the study. These identifiers should be generated at the time of order entry and remain consistent throughout the workflow.	
4.	Must link to RIS order that is created in PACS – via accession number Patient and Study Identifiers	Generate unique accession numbers for each imaging study at the time of the request. These accession numbers should serve as unique identifiers for each study, allowing the study to maintain its integrity	
5.	Cross-Reference Database	Maintain a cross-reference database that links accession numbers, unique patient identifiers, and study identifiers between the RIS, AI archive solution, and PACS. This database should be regularly updated to reflect changes and updates in patient information.	
6.	Specialist clinicians access the AI application	Clinicians must have authorized access to view patient results on the AI application.	
7.	User Interface and Visualization	Must be user-friendly, intuitive, and advanced visualization tools should be provided. It should allow easy navigation through the images, display overlays, provide interactive measurement tools, and enable side-by-side comparisons for efficient analysis.	
8.	User Authentication	User authentication methods, such as username and password, two-factor authentication (2FA), or biometric authentication, to ensure that only authorized clinicians can access patient	

		data.	
9.	Access control	Define access control policies to restrict data access based on the clinician's role and responsibilities. Clinicians should only have access to data relevant to their patients and specialties.	

6. TECHNICAL AND FUNCTIONAL REQUIREMENTS

6.1.	**GENERAL DESCRIPTION**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.1.1	This specification establishes the need for automated brain CT imaging software for Groote Schuur Hospital for use in the diagnosis and treatment of acute strokes, for which highly effective treatments are available. The Solution must be compatible and must integrate with the following solutions: 1.Picture Archiving Communication System (PACS) 2.Radiology Information System (RIS) 3.Computer Tomography (CT) 4.Hospital Information Systems (HIS) (Attached is the Philips and Agfa PACS RIS Dicom and HL7 conformance statements: **Reference Annexures A-F)** (Attached are the CT conformance statements: **Reference Annexure Q-)**	
6.1.2	It will be advantages if the solution can integrate with other modalities/devices, systems not mentioned in 5.1.1. State if this is possible.	
6.2.	**Company Profile**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.2.1	**Bidders' certification and affiliation requirement**	
6.2.1.1	The bidder needs to provide written confirmation that they are placing the solution as a POC with the no cost provision	
6.2.1.2	State the full South African registered name of the company providing the proposed automated AI neurovascular imaging solution.	

6.2.1.3	State the full name of the OSM and/or OEM company providing the proposed automated AI neurovascular imaging solution.	
6.2.1.4	The Bidder shall provide details of the contractual obligations between the different companies and legal entities involved in supplying the solution as part of this bid.	
6.2.1.5	The Bidder shall provide a list of names and contact details of the principal person from each of the different companies and legal entities involved in supplying solutions as part of this bid.	
	Product Solution details	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.2.2.1	State the name of the manufacturer.	
6.2.2.2	State the name of the product solution offered.	
6.2.2.3	State the software version	
6.2.2.4	State the operating system/s of the proposed product solution.	
6.2.3	**Bidder's project resources and project-related experience**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.2.3.1	Provide details of Bidder infrastructure and resources within South Africa and specifically the Western Cape including addresses, contact telephone numbers of branch offices and designation of full-time permanent staff including date of appointment.	
6.2.3.2	The Bidder must have established, qualified, and experienced employees, based in South Africa, who cover the following skill sets for this project. • Project Management • ITC Technical Engineer • Clinical Application Specialist • Integration Engineer • Support Engineers	
6.2.3.3	The Bidder's South African and Western Cape infrastructure and resources shall facilitate every phase of the proposed project, including delivery, installation, commissioning, configuration, training, maintenance and support of users and equipment.	
6.2.3.4	The Bidder and all parties must state years of proven experience in implementation and continuous support of all components of the	

	solution proposed.	
6.2.3.5	The Bidder's support call centre shall offer 24-hour / 7 days a week service. State if the support call centre/structure supports 24-hour / 7 days a week service and a brief description of how this service works.	
6.2.3.6	Should the Bidder be providing any services or products for this bid through a joint venture, memorandum of understanding, sub-contractor agreement or similar, the Bidder must disclose these legal relationships in this bid and provide a certified copy of these agreements.	
6.3.	**ICT Requirements**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.3.1.	**Compliance and Architecture**	
6.3.1.1.	The solution must comply with our WCG ICT standards, policies, processes, and procedures. **Reference Annexures G-O**	
6.3.1.2.	The solution shall comply with security standards, protocols, policies, processes, and procedures. (Provide documents as referenced in 9.2) **Reference Annexures G-O**	
6.3.1.3.	The bidder must comply and provide the completed Cloud Security Alliance (CSA) Self-Assessment Questionnaire. (Provide documents as referenced in 9.2) **Reference Annexures G-O**	
6.3.1.4.	To include in the offer proof that they are the accredited supplier by the original equipment manufacturer and that the OEM undertakes to supply expertise, training, and support to maintain the equipment	
6.3.1.5.	State and describe your Solution architecture? Provide detailed drawings and explanations.	
6.3.1.6.	The solution must include the architecture to support real-time processing of stroke images, allowing for prompt and accurate diagnostic results.	
6.3.1.7	State if your Solution offering is PaaS; SaaS; IaaS or a combination? If you comply, be specific and as detailed as possible to indicate what will be hosted in the cloud or on premise? Who is the provider of the cloud hosting?	
6.3.1.8	The Cloud service provider must be compliant with the ICT WCG hosting requirements.	

	(The WCG preferred service provider is Microsoft Azure.)	
6.3.1.7.	The Cloud services must provide a high performance and high availability AI solution, ensuring continuous access and availability of the platform for Clinicians and other stakeholders. An inclusive SLA with cloud service providers should guarantee a high level of uptime is maintained with uninterrupted service.	
6.3.1.8.	Real-time monitoring capabilities for the cloud service are required, allowing for continuous monitoring of performance, availability, and security. This enables proactive identification and resolution of any issues that may arise.	
6.3.1.9.	The cloud solution should be scalable to handle varying workloads, ensure that the solution can accommodate increased demand without compromising performance.	
6.3.1.10.	The cloud solution should offer robust encryption, access controls, and data protection mechanisms	
6.3.1.11.	The cloud should be HIPAA and POPIA compliant if dealing with patient data.	
6.3.1.12.	The cloud solution shall have a disaster recovery in place like a backup and replication to ensure data availability in case of system failures. State how this will be done. Provide details.	
6.3.1.13.	The cloud solution should be able to maintain data integrity and accessibility.	
6.3.1.14.	The cloud solution and hosting shall comply with the relevant ICT standards, policy and processes.	
6.3.1.15.	The cloud solution should have documentation, training resources and customer support to assist in the deployment, management, and troubleshooting.	
6.3.1.16.	The cloud provider's network should ensure fast and reliable data and comply with the WCG network requirements.	
6.3.1.17.	The cloud solution should be able to integrate seamlessly with the existing hospital WCG network.	
6.3.1.18.	The solution should be able to provide APIs and integration capabilities to connect with modalities and clinical systems, PACS, RIS HIS and other hospital devices where applicable	
6.3.1.19.	The solution must ensure a robust and high-speed network infrastructure to handle the transfer of large medical imaging files and AI processing data.	
6.3.1.20.	The solution must implement strong encryption protocols and security	

	measures to protect sensitive patient data during transmission, storage, and processing.	
6.3.1.21.	The solution must provide scalable and secure cloud-based or physical storage solutions to store medical images, AI models, and processed data while adhering to relevant data protection regulations.	
6.3.1.22.	State how the solution will implement load balancing mechanisms to distribute AI processing tasks across the solutions platform to ensure optimal resource utilization.	
6.3.1.23.	State how the solution will integrate monitoring tools and analytics to track system performance, usage patterns, and potential bottlenecks for continuous improvement. State any additional analytics or monitoring tools.	
6.3.1.24.	All networking hardware will be connected to a SITA WAN or WCDOHW LAN. (This is part of ICT compliance requirements.)	
6.3.1.25.	The WCG network infrastructure standard is CISCO and uses TCP/IP as its internet protocol. (This is part of ICT compliance requirements)	
6.3.1.26.	Networking Hardware must be CISCO compliant.	
6.3.1.27.	The Internet protocol must be TCP/IP compliant.	
6.3.1.28.	The solution must be accessible via a central access point using a LAN/WAN and VPNRA connection.	
6.3.1.29.	The bidder must make use of the WCG secure remote access using VPNRA. Direct access from private network to WCG LAN and WAN is via VPNRA.	
6.3.1.30.	State the solution network architecture to enable performance high availability. Note compliance is needed for private to government connectivity.	
6.3.1.31.	Architecture redundancy must be part of the solution to ensure uninterrupted connectivity.	
6.3.1.32.	State your network requirements for the proposed solution. What are your optimal network requirements for high performance of large data sets? Provide as much detail as possible.	
6.3.1.33.	The solution must fully integrate and communicate with the existing equipment on the hospital network and comply with our WCG ICT standards.	

6.3.1.34.	The solution should be accessible on the WCG network.	
6.3.1.35.	The solution shall be accessible on the open web to ensure that it is accessible inside and outside of the WCG network. (The WCG will provide processes to align with the accessibility requirements. Compliance with ICT standards and security policy).	
6.3.1.36.	State if your solution offers offline capabilities to provide continuity of service. Provide details of how this will take place should the LAN/WAN connectivity be lost and when restored, how the system will synchronize and update data accordingly.	
6.3.1.37.	The bidder shall configure the network connectivity during installation in collaboration with GSH IT department. (Attach Detailed reply)	
6.3.1.38.	GSH shall provide the bidder with the relevant IP addresses, computer names/Host names, AE titles and AE ports for connectivity (Attach Detailed reply) (Compliance to ICT policy is required)	
6.3.1.39.	The bidder shall train the GSH dedicated team to configure network connections to allow for future changes to the network. (Attach Detailed reply)	
6.3.1.40.	All proposed networking installations shall comply with the requirements of the WCDOHW and shall be approved by them before installation may commence. (Change control processes will be required)	
6.3.1.41.	The on-prem solution will have the central server housed in the main Server room and/or the Backup server room in accordance with CEI policy. State your solution architecture if physical servers and software are provided.	
6.3.1.42.	The WCDOHW will be responsible for the preparation of the hospital server room/s best suited to our business needs. Collaboration and compliance are required.	
6.3.1.43.	The Solution shall be Web-Based Application: The solution must be a web-based application accessible through DOHW & compliant Web browsers (Microsoft Edge, Chrome, Firefox). This ensures compatibility across different devices and operating systems and allows users to access the solution securely from any location with internet connectivity. Compliance with ICT standards and processes is required.	
6.3.1.44.	The service provider must comply with ICT policy and procedure by adhering to change controls when adding new applications/solutions	

	onto the WCG network and introducing new applications by complying with EARB.	
6.3.1.45.	The server archive shall be of sufficient capacity for the duration of the contract period to store all information and images generated at the healthcare facilities.	
6.3.1.46.	Integration costs to multiple devices and systems will be inclusive of the solution.	
6.3.1.47.	The bidder shall state their security software to prevent malware attacks. Bidder to provide details.	
6.3.1.48.	The solution hardware and software must be able to operate on the WCG network. (ICT standards and policy compliance of hardware and software is required.)	
6.3.1.49.	The server archive shall be of sufficient capacity for the duration of the contract to store all information and images generated.	
6.3.1.50.	There must be redundancy in the solution, so that even in the event of network, and server failure the data will still be preserved and accessible for patient care. Provide details on your solutions redundancy. Provide your solution BCP and DRP. Include backups and any form of redundancy.	
6.4	**Interoperability standards and frameworks**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.4.1.	The AI solution must comply with international Healthcare standards like DICOM, HL7, IHE, ISO etc.	
6.4.2.	The AI solution must comply with the South African Healthcare normative standards.	
6.4.3.	The bidder shall comply with the HL7 v2. x & FHIR standard. State as much detail as possible.	
6.4.4.	The solution must provide interoperability interfaces that facilitate the secure exchange of data and imaging with other systems and devices in real-time, using the HL7 V2.x standard. Provide evidence in the form of: • HL7 integration document detailing what versions of HL7 V2.x the system support.	

	• HL7 integration document identifying the various inbound and outbound HL7 V2.x message types supported. • HL7 integration document identifying the various segments and data fields supported. • HL7 integration document identifying the various HL7 V2.x trigger points supported.	
6.4.5.	The solution should support an inbound and outbound HL7 v2.x interface.	
6.4.6.	The HL7 V2.x interfaces shall support the creation of multiple channels depending on the system's interoperability requirements.	
6.4.7.	The solution shall support an inbound and outbound HL7 FHIR interface.	
6.4.8.	State the HL7 FHIR version currently supported by the proposed solution.	
6.4.9.	The HL7 integration of various messaging types will be included in the scope of the bid. Provide as much detail as possible with sample messages.	
6.4.10.	**DICOM conformance**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
6.4.10.1.	The bidder shall provide a DICOM interface for various DICOM services. Provide as much detail as possible.	
6.4.10.2.	The bidder shall comply with the latest DICOM standard. State as much detail as possible.	
6.4.10.3.	The bidder shall comply with the following DICOM standards. Specify as much detail as possible. • DICOM Storage • DICOM Storage Commitment • DICOM Modality Worklist • DICOM Modality Performed Procedure Step • DICOM Query / Retrieve • DICOM Print	
6.4.10.4.	Provide the latest DICOM conformance statement for the proposed solution.	

6.4.10.5.	Provide the latest DICOM conformance statement for any other product, or system using DICOM and included in the proposed solution.	
6.4.10.6.	Provide detailed DICOM tags that would be used for the integration to the Systems indicated in 5.1.1	
6.4.11.	**Integrating Healthcare Enterprise (IHE)**	
6.4.11.1.	The bidder shall support the IHE latest standard.	
6.4.11.2.	The bidder shall provide the IHE integration statement for the solution. Attach detailed reply	
6.4.12.	**Compliance**	
6.4.12.1.	The bidder shall comply with the ISO standards and frameworks for the solution. Provide details of compliance.	
6.4.12.2.	The solution must comply with POPI (2013) Act - Protection of Personal Information Act, 2013	
6.4.12.3.	The solution must comply with SAPHRA – South African Health Products Regulatory Authority. The bidder must be registered with SAHPRA as a health products supplier. **SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION:** A valid certified copy of SAHPRA certificate as a manufacturer, distributor, or wholesaler of medical devices and IVD's must be included in your bid documents. A Valid Medicines Control Council certificate may also be considered. Failure to complete and submit the above documents will invalidate your bid. The contact number of SAHPRA is 012 395 9473 (Andrea Julsing) and e-mail address is: andrea.julsing@sahpra.org.za. Should you need to download application forms, please visit https://www.sahpra.org.za. Proof of application for registration will NOT be accepted, only a VALID SAHPRA or MCC certificate may be accepted.	
6.4.12.4.	The solution must comply with Healthcare Normative standards and framework requirements: Standards Framework for Interoperability in eHealth, as well as the standards referenced in the Framework (national Health Act: National 2021 Normative Standards Framework for Interoperability in Digital Health)	
6.4.12.5.	The Bidder shall comply with the latest Minimum interoperability standards (MIOS)	

6.4.12.6.	The Bidder shall comply with IEC International standards applicable to the solution.	
6.4.12.7.	The Bidder shall comply with International CE and FDA Certification if this is an international provided solution. International certification must be provided.	
7.	**Non-functional requirements**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.1	**Software and applications**	
7.1.1.	The solution must have a user-friendly interface, must have display overlays, navigation tools, measurements tools and advanced visualization tools. The interface should allow radiologists and clinicians to interact visualize the results and interpret the findings easily. Design considerations should prioritize ease of use, scalability, and customization options. State all the tools and capabilities that your solution offers.	
7.1.2.	The solution must be a web-based application. Provide details of the solution distribution model and architecture.	
7.1.3.	The solution software and hardware solution must be compatible with the WCG ICT requirements standards and protocols allowing for smooth deployment and integration.	
7.2	**Security and user access**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.2.1.	The solution must provide authentication access to view the key images and report. State your authentication methods.	
7.2.2.	The solution must have Role-Based Access Control (RBAC): Utilize RBAC to assign specific roles, functions and permissions to users based on their responsibilities and job functions e.g., view only rights, administration rights, user rights. Regularly review and update user roles and permissions.	
7.2.3.	Define your access control policies based on the roles and the responsibilities of the clinicians/specialist clinician.	

7.2.4.	The user shall have the ability to log on to the Solution. State how this will be achieved.	
7.2.5.	User authentication shall occur at least via a unique user ID and password.	
7.2.6.	After a user defined period of inactivity, the solution will automatically log off the user. (Attach Detailed reply)	
7.2.7.	The username will be connected to the full name of the user credentials. (Attach Detailed reply)	
7.2.8.	The full name of the user shall be used to populate the DICOM tag clinicians' Name (0008,1070) (Attach Detailed reply)	
7.3	**Operating solution and components**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.3.1.	State the operating system that the solution is compatible with? (Note the ICT standards compliance)	
7.3.2.	How does your solution accommodate increasing volumes of data sets? Provide details regarding scalability?	
7.3.3.	State the performance optimization techniques or algorithms that the solution implements to enhance efficiency and accuracy.	
7.3.4.	State how the solution maintains optimal performance.	
7.3.5.	State any techniques or processes that the solution utilises to produce real-time imaging processing and analysis.	
7.3.6.	State how the solution transmits data securely and how encryption protocols are maintained.	
7.3.7.	State how the solutions privacy regulations of accessing data is maintained.	
7.3.8.	Is the solution compliant with all the healthcare data privacy regulation?	
7.3.9.	Define access control measures to prevent unauthorized access to the solution.	
7.4	**Audit Trails**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not**

		comply)
7.4.1.	The solution must have an audit trial of the users' actions and activity. Define how the solution incorporates an audit trail system to record and track user activities and data access for the purposes of compliance and security	
7.4.2.	The audit trail should record timestamps, user identities, and detailed information about the actions performed.	
7.4.3.	State how user management is controlled and managed. Provide how an audit trail can be achieved.	
7.5	**Business continuity plan (BCP) disaster recovery plan (DRP) and back up**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.5.1.	The solution must have a business continuity plan (BCP) and disaster recovery plan (DRP) in place, such as backup and replication to ensure data availability in case of system failures. Specify your BCP and DRP.	
7.5.2.	The Solution must have failover mechanisms. State the solutions failover mechanisms and redundancy configurations that are in place to prevent service disruptions in case of hardware or software failures?	
7.5.3.	Specify the guaranteed uptime percentage for the offered solution. How is this calculated? Is this stipulated in the service level agreement?	
7.5.4.	State the measures and redundancies that are in place to minimize downtime and ensure high availability and business continuity.	
7.5.5.	State the solutions processes and actions for incident response when unexpected downtime occurs. Provide as much detail as possible.	
7.5.6.	The solution should offer 24/7 technical support to address and resolve any downtime incidents. State how technical support functions and how a 24-hr technical support will be maintained.	
7.6	**Licensing**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**

7.6.1.	The software licensing structure should cover all components and functionalities of the solution. This includes modules, add-ons, integrations, and any other associated features. Each component should be clearly defined and included in the licensing agreement to avoid any ambiguity. State your licensing structure.	
7.6.2.	The solution should offer unlimited or a large amount of user license. Specify the solutions flexibility to accommodate a substantial number of user licenses. State any restrictions on the maximum number of users that can be supported?	
7.7	**Training**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.7.1.	The service provider should provide comprehensive training programmes facilitated by experts. These individuals should have in-depth knowledge of the solution and its functionalities.	
7.7.2.	The service provider should provide training programs for all identified user groups.	
7.7.3.	The training provided should be conducted on the actual deployed solution to familiarize users with the solution's interface, functionality, and specific configuration relevant to their environment.	
7.7.4.	The bidder must offer refresher training sessions to reinforce users' knowledge and skills over time. When the solution upgrades or new features are introduced, the vendor should provide specific training to ensure users are up to date and proficient in utilizing the latest solution capabilities.	
7.7.5.	The bidder should offer a comprehensive range of training programmes and materials, catering to the diverse learning needs of users and varying formats. This should include in person training, virtual training sessions, e-learning modules, video tutorials, user manuals, and reference guides.	
7.7.6.	In consultation with the Bidder, the GSH team shall provide suitable training venues to comprehensively cover training at the respective facilities	
7.8	**Testing**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if**

		comply. (Comply/ not comply)
7.8.1.	The Bidder shall provide Integration Testing before implementation: Validate the integration of the AI solution with other healthcare system to ensure that data exchange, interoperability, and different workflows function correctly and seamlessly across these systems. Test interfaces, message formats, data mapping, and the synchronization of patient data.	
7.8.2.	The Bidder shall provide Usability Testing and workflow before implementation: Test the usability and user-friendliness of the AI solution from the perspective of clinicians and other end users. Test the solution's interface, navigation and overall user experience to ensure ease of use and efficient workflows.	
7.8.3.	The Bidder shall allow for Performance Testing: Evaluate the performance of the AI solution under expected workloads and user loads. Test the solution's response times, transaction processing speeds, and scalability to ensure that it can handle concurrent user activity and large volumes of data without performance degradation	
7.8.4.	The Bidder shall allow for Compatibility Testing: Test if the AI solution is compatible with different operating systems, web browsers, and mobile devices commonly used by clinicians. Ensure that the solution functions correctly and displays properly across different resolutions platforms, and screen sizes.	
7.8.5.	The Bidder shall provide UAT scripts for User Acceptance Testing (UAT): Involve end users, such as healthcare providers, in UAT to ensure that the AI solution meets their needs and expectations. Obtain feedback on solution usability, workflows, and overall satisfaction to address any user concerns or suggestions.	
7.8.6.	The Bidder shall provide for BCP & DRP testing: Test the full BCP and DRP workflow to ensure seamless transition and functionality in the event of a solution failure or disruption. Validate the solution's ability to recover data, restore operations, and maintain data integrity during and after a disaster scenario.	
7.8.7.	The bidder shall make provision for any additional UAT testing as required by the end user.	

7.9	**Support and maintenance (maintainability)**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
7.9.1.	The bidder shall maintain and support the entire solution covering all components of hardware and software supplied for this contract period from 30 days after the agreed "Go-live "date and for the entire contract period. This includes providing timely assistance, troubleshooting, and resolving any issues that may arise during the operation of the solution.	
7.9.2.	The bidder shall ensure that all software components, including the operating system and database software, is maintained at the latest version throughout the contract period. The SLA/SMA/S&M should cover all necessary upgrades, updates, hotfixes, and patches released during the contract period.	
7.9.3.	The bidder shall be responsible for the optimal performance of the solution for the contract period.	
8	**Software functionality**	
8.1	**Order entry in the RIS**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
8.1.1.	Seamless integration between the HIS, RIS, and PACS, facilitating the smooth transfer of patient data, orders, and images between these systems.	
8.1.2.	The HIS integration to PACS/RIS uses the patient master index (PMI) from the HIS	
8.1.3.	The order entry takes place in the RIS.	
8.1.4.	The HIS RIS/PACS makes use of the HL7 messaging standard	
8.1.5.	The radiologist validates the procedure according to the clinical indications	
8.2	**Procedure validation and Scheduling**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**

8.2.1.	Specialized radiology procedures require specific exam justification and protocoling	
8.2.2.	Dedicated stroke protocol will be defined for the AI Solution	
8.2.3.	The procedure is given a priority status dependent on the clinical indication or request. Urgent is given the highest priority. This is defined by the radiologist	
8.2.4.	The priority status is made up on priority P1, P2 and P3: P1: Urgent/ emergency P2: Within 48hours P3: Elective	
8.2.5.	Scheduling will be done according to stroke protocol defined by parameters and priorities.	
8.2.6.	HIS fulfils the following functions, appointment attendance, and disposal by the clerk	
8.2.7.	The patient is arrived in the RIS by Clerk or radiographer.	
8.2.8.	The Clerk or the Radiographer triggers the Dicom Modality Worklist.	
8.3	**Image Acquisition**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply.** (Comply/ not comply)
8.3.1.	The Modality receives/enables the Dicom Modality Worklist Query.	
8.3.2.	The relevant defined stroke protocol is initiated on the modality	
8.3.3.	The modality captures and stores the study images	
8.3.4.	Automated MPR reconstructions are performed using specialized medical imaging software. (Part of the imaging modality software)	
8.3.5.	Defined stroke protocol images are sent to two destinations namely the PACS and AI archive solution.	
8.3.6.	The DICOM standard is used to transfer images to the storage archive.	
8.3.7.	The HL7 standard is used to transfer patient information linked to the associated images in the archive	

8.4	**AI solution**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
8.4.1.	The AI archive solution must support DICOM communication and storage to receive and process DICOM images.	
8.4.2.	The AI solution must support the HL7 messaging to receive and process patient information	
8.4.3.	The AI solution must be compliant with the normative healthcare standards.	
8.4.4.	The AI solution must maintain the integrity of the received study through a unique identifier that is mapped to the RIS order and PACS. This can be the accession number or the study unique identifier: State how the solution will make provision for this.	
8.4.5.	The vendor shall specify the AI model architecture for neurovascular conditions including acute ischemic strokes. Please specify your AI model architectures	
9.	**Data Source**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply. (Comply/ not comply)**
9.1	The AI Solution must be able to do analysis of medical imaging data. State how the AI based analysis is done?	
9.2	The solution must be able to receive all medical imaging data: State the different types of medical imaging data the solution can process.	
9.3	The solution must be able to receive patient demographics, medical history, vital signs, laboratory results, and medication records.	
9.4	The solution must manage pre-processing of data. State how your solution will manage pre-processing of the data source.	
9.5	The solution must process feature extraction. State how your solution will process feature extraction.	
9.6	State how your solution will identify, predict and diagnose strokes and large vessel occlusion detection.	
9.7	State how your solution will handle pre-processing of the various sources of data.	
9.8	The vendor shall specify model capabilities for relevant ischemic strokes for accurate diagnosis and decision support.	

9.9	The vendor shall specify their algorithms and tools for Image processing and analysis.	
9.10	State how the solution will analyse and process the data.	
9.11	The vendor shall specify the Machine learning/ Deep learning/ AI Capabilities relevant to ischemic strokes for image analysis, feature extraction and accuracy.	
9.12	State how the solution will perform pattern recognition for ischemic strokes.	
9.13	State how the solution will process images in real time	
9.14	State how the solution will predict, interpret and make recommendations based on the data processed.	
9.15	State the tools and visualization features that will aid in the interpretation and recommendations	
9.16	State if your solution does automated diagnostic assessments. Provide details as to how Automated diagnostic assessments will be done with your solution.	
9.17	The solution must be able to integrate with various clinical workflows and systems such as the HIS, RIS, PACS, CDSS and PHDC.	
9.18	State how the solution will be able to manage continuous learning and updating.	
9.19	State how the solution will improve its diagnostics and predictive capabilities.	
9.20	The solution must be able to have Alerting and Notification abilities and must be configurable to critical findings and or changes in stroke risk. Please state your notification abilities.	
9.21	State the solutions analytics capabilities.	
9.22	State the solutions reporting capabilities.	
9.23	The solution shall be able to export the generated report. Indicate the various export formats. State if your solution can export and the various formats	
9.24	The solution shall be able to create key images and reports with findings, measurements, and other relevant information. State your solutions reporting methods and report types	
9.25	State the solutions advanced visualization tools and MIP, MPR and 3D capabilities.	

9.26	The solution shall be able to provide neurological functionality tools applicable to ischemic strokes. State neurological functionality tools applicable to ischemic strokes included in the solution. State any additional tools not mentioned for neurovascular incidents.	
9.27	State the solutions AI-based care coordination platform: The following shall form part of the AI-based care coordination platform. Co-ordinated real-time communication platform alerting clinical team Receive AI alerts of suspected disease within minutes View fast, high-resolution 3D imaging on portable mobile devices Collaborate with entire care team.	
9.28	The Solution shall have functionality to detect large vessel occlusions. The following shall form part of the large vessel occlusion detection: Automatically detects and triages suspected large vessel occlusions (LVO) Proven to reduce time to reperfusion treatments Registered for use with regulatory authorities such as FDA for this indication. Future requirements: MRI LVO detection (not mandatory now)	
9.29	The solution shall be able to automatically detect the triages suspected large vessels occlusion and proven to reduce time to reperfusion treatments. Provide your solutions' capabilities to automatically detect and triage suspected large vessel occlusions (LVO) Provide evidence that demonstrates its effectiveness in reducing the time to reperfusion treatments.	
9.30	The Solution shall provide Computed Tomography perfusion. The Following shall form part of the Computed tomography perfusion requirements. Automatically analyses CTP images of the brain with quantified colour-coded perfusion maps AI-powered motion artefact correction Registered for use with regulatory authorities such as FDA for this indication Future requirements: 1. Automated Alberta Stroke Project Early Computed Tomogram Scan Score (ASPECTS) calculation 2. MRI perfusion study capabilities	

9.31	The solution shall be able to incorporate AI-powered motion artefact correction. State how this will work, and what benefits does it offer in terms of improving image quality and accuracy.	
9.30	Haemorrhage (optional but highly preferable) Automatically detects all types of suspected ICH. Future capabilities: Quantification of ICH	
9.31	Subdural haemorrhage (optional but highly preferable) Early, accurate detection of subdural haemorrhages Automatically detects suspected subdural haemorrhage in NCCT scans.	
9.32	Cerebral aneurysm (optional) Automatically detects suspected cerebral aneurysms in computed tomography angiography (CTA)	
9.33	The solution shall send the key images and reports to PACS in a DICOM standard or acceptable format.	
9.34	The solution must maintain the integrity of the received study through a unique identifier that is mapped to the RIS order and PACS. State how this will be achieved to prevent exceptions.	
9.35	The solution must enable the specialist clinician to assess and validate the outcomes of the processed report and images for accuracy, classification, and treatment.	
9.34	State any other additional functionality that your solution offers.	
9.35	The solution must enable the Radiologist consultant to validate the key images and report against the original report in PACS.	
9.36	The solution must enable an automated response when the radiologists' validation takes place. State how your solution will offer this functionality	
9.37	The solution must register the radiologist response of alignment or discrepancy. State how your solution will offer this functionality	
9.38	The solution must record the response from the PACS State how this can be achieved?	
10.	**ADDITIONAL OPTIONS:**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply.** (Comply/ not comply) **(Comply/ not comply)**
10.1	State any additional options to be offered: • Software packages	

	• Software features • Software functionality • Additional integrations	
10.2	Potential expansion of the project to other Healthcare facilities.	
11.	**SUPPORTING INFORMATION**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply.** (Comply/ not comply)
11.1	Descriptive literature, pamphlets and brochures and technical data sheets and /or video applicable to the offer (i.e., all components of system) must accompany the Bid	
12.	**DOCUMENTATION**	**BIDDERS RESPONSE. COMPLIANT/NON-COMPLIANT. A TICK (ü) IS NOT ACCEPTABLE. Please provide evidence and supporting documents if comply.** (Comply/ not comply)
12.1	The bidder shall provide any additional documentation to support the solution that is required to fulfil national regulations to comply with all Health and Safety standards.	
12.2	The bidder shall provide the following security documentation as indicated in the ICT requirements. • SOC 2 Type 2 Report or SOCOTEC certificate. • ISO 27017 Certification. • ISO 27018 if hosting personally identifiable information in the cloud. • Cloud Security Alliance (CSA) Self-Assessment Questionnaire	
13.	**ANNEXURES** **(reference attachments)**	
13.1	**Philips PACS & RIS** **Annexure A:** DICOM_Conformance_Statement_IntelliSpace_PACS_4.4.551.0 DICOM_Conformance _Statement_IntelliSpac XIRIS DICOM Conformance Stateme **Annexure B**: HL7	

	2012-05 - HL7 Conformance Statem XIRIS 8 0 1 - XMPE HL7 Specifications.pdf **Annexure C**: IHE IHE_Integration_State ment_IntelliSpace_PAC XIRIS IHE Statement.pdf	
13.2	**Agfa PACS & RIS** **Annexure D:** Enterprise_Imaging_8.1.x_DICOM_Conformance_Statement 001531_Enterprise_Im aging_8.1.x_DICOM_C **Annexure E:** 001569_Enterprise_Imaging_8.1.2_SPx_HL7_Conformance_Statement 001569_Enterprise_Im aging_8.1.2_SPx_HL7_(**Annexure F:** 001532_Enterprise_Imaging_8.1.x_IHE_Integration_Statement 001532_Enterprise_Im aging_8.1.x_IHE_Integr	
13.3	**WCG ICT standards, policies, processes, and procedures.** **Annexure G**: Anti-virus standard Anti-Virus Standard.pdf **Annexure H:** Network security standard Network Security Standard.pdf **Annexure I:** Enterprise Information Security policy WCG Enterprise Information Security P	

	Annexure J: WCG ICT standards v 9.4 WCG ICT Standards v9.4 (October 2023).p **Annexure K:** Information Security framework WCG Information Security Framework V **Annexure L:** Logical access management policy WCG Logical Access Management Policy 1 **Annexure M:** Network security policy WCG Network Security Policy 15 Dec **Annexure N:** Privacy and data protection policy WCG Privacy and Data Protection Policy **Annexure O:** Third party security policy WCG Third Party Security Policy 15 Dec	
13.4	**Annexure P: MIOS** MIOS V6.0 Framework.pdf	
13.5	**CT modality** **Annexure Q: DICOM** DICOM Conformance Statement_ Incisive CT DICOM Conformance Statement syngo-CT-S DICOM CONFORMANCE STA1 **Annexure R: IHE**	

	IHE Integration Statement_Incisive CT	

PRICING SCHEDULE

(PURCHASES)

BID NUMBER		CLOSING DATE AND TIME 11H00	VALIDITY DATE (OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.)
GSHPT/R/175/2023		25 MARCH 2024	25 MAY 2024
PERIOD		01 APRIL 2024 – 31 MARCH 2029	
NAME OF BIDDER			
ITEM NO.	EST QTY.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1.		**A PARTNERSHIP FOR THE PROVISION AND PLACEMENT OF AN INTEGRATED AUTOMATED CT BRAIN IMAGING SOFTWARE WITH ADVANCED CAPABILITIES FOR USE IN THE DIAGNOSIS AND TREATMENT OF TIME-SENSITIVE ACUTE STROKES, INCLUSIVE OF A FULL MAINTENANCE AND SUPPORT AGREEMENT TO GROOTE SCHUUR HOSPITAL AND REFERRING HOSPITALS FOR A CONTRACT PERIOD OF FIVE (5) YEARS, WITH AN INITIAL PROOF OF CONCEPT NO-COST PLACEMENT FOR A MINIMUM OF TWO (2) YEARS DURING WHICH THE CONTRACT MAY BE DISSOLVED SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT, WITH THE OPTION TO PROCURE FROM YEAR 3 FOR A FURTHER 3 YEAR PERIOD.** **THIS SPECIFICATION WILL INCLUDE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION, COMMISSIONING, TRAINING, SUPPORT AND MAINTENANCE OF THIS INTEGRATED SOLUTION AT GSH AND REFERRAL HEALTHCARE FACILITIES. THIS SOLUTION SHALL INCLUDE A FULL MAINTENANCE AND SUPPORT AGREEMENT TO THE INSTITUTION FOR THE FULL CONTRACT PERIOD.**	
Year 1			
1.1	1	Placement of an integrated automated CT brain imaging software for the use in the diagnosis and treatment of time-sensitive acute strokes.	R No cost
1.2	1	The placement includes a full maintenance and support agreement	R No cost
		YEAR ONE (1) TOTAL	**R No cost**

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

		Year 2		
2.1	1	Placement of an integrated automated CT brain imaging software for the use in the diagnosis and treatment of time-sensitive acute strokes.	R	No cost
2.2	1	The placement includes a full maintenance and support agreement	R	No cost
		YEAR TWO (2) TOTAL	**R**	**No cost**
		Year 3		
3.1.	1	Cost of placement of an integrated automated CT brain imaging software for the use in the diagnosis and treatment of time-sensitive acute strokes	R	for the lot
3.2.	1	Cost of full maintenance and support agreement	R	for the lot
		YEAR THREE (3) TOTAL	**R**	**The Lot**
		Year 4		
4.1.	1	Cost of placement of an integrated automated CT brain imaging software for the use in the diagnosis and treatment of time-sensitive acute strokes	R	for the lot
4.2.	1	Cost of full maintenance and support agreement	R	for the lot
		YEAR FOUR (4) TOTAL	**R**	**The Lot**
		Year 5		
5.1.		Cost of placement of an integrated automated CT brain imaging software for the use in the diagnosis and treatment of time-sensitive acute strokes	R	for the lot
5.2.		Cost of full maintenance and support agreement	R	for the lot
		YEAR FIVE (5) TOTAL	**R**	**The Lot**
		GRAND TOTAL FOR YEAR ONE (1) – FIVE (5)	**R**	**The Lot**
		COST OF PURCHASING THE SOLUTION AFTER THE TWO-YEAR PLACEMENT PERIOD YEARS 3-5	**R**	**The Lot**
		Specified Options and Additional Items		
6.1.		Software packages	R	for the lot
6.2.		Software features	R	for the lot
6.3.		Software functionality	R	for the lot
6.4		Additional integrations	R	for the lot
		GRAND TOTAL FOR SPECIFIED OPTIONS AND ADDITIONAL ITEMS ONLY	**R**	**The Lot**
		Optional Extras		
		Grand total for optional extras only	**R**	**The Lot**

- Required by: **Groote Schuur Hospital**
- At: **Main Road**
  Observatory
  Cape Town
- **Brand and model** .....
- **Country of origin** .....
- **Does the offer comply with the specification(s)?** *YES/NO
- **If not to specification, indicate deviation(s)** .....
- **Is the bid price firm for the duration of the contract?** .....
- **Period required for delivery of new equipment** .....
- **Period required for installation & commissioning of new equipment** .....

The contract will commence after the successful installation, validation / verification & commissioning of the equipment.

***Delivery: Firm/not firm**

- **Delivery basis (consumables)** .....
- **Bidder must indicate whether local office support is available, and where such office is located?**

.....

.....

.....

.....

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

***Delete if not applicable**

DEFINITION OF PRICING STRUCTURES

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

1. **Firm prices**

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

The following two pricing structures will also be considered as firm prices:

1.2 Firm prices **linked to fixed period adjustments,** i.e two tier prices (firm 1st and firm 2nd year prices), only subject to the variables indicated in the above paragraph.

1.3 Firm prices **subject to rate of exchange fluctuations -** claim shall be made within 60 days of delivery. (It is compulsory that the table below be completed for prices subject to rate of exchange variations). The Bill of entry, confirmation of the amount remitted abroad, and supplier invoice must accompany all claims.

Note: Any advantage due to a more profitable exchange rate must be passed on to the province.

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

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

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

2. **Non-firm prices**

Non-firm prices are either prices **linked to proven adjustments** or prices **linked to escalation formula adjustments.**

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

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

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

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

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING:

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

Where:

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

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

3. THE FOLLOWING INDEX/INDICES WAS USED TO CALCULATE THE BID PRICE:

Index.....	Dated.....	Index.....	Dated.....
Index.....	Dated.....	Index.....	Dated.....
Index.....	Dated.....	Index.....	Dated.....

PLEASE FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR **(D1, D2 etc. eg. Labour, transport etc.)**	**PERCENTAGE OF BID PRICE**

Please note: **Proven cost adjustments and formula-based adjustments cannot both be entertained at the same time.**

****

WCBD 4

DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the institution in writing of the change of such details.

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. 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.

3. All prospective bidders intending to do business with the institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the Electronic Procurement Solution (EPS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"Bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"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;

''Business interest'' means -

(a) a right or entitlement to share in profits, revenue or assets of an entity;

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit,

(d) or includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, 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;

"Corruption" – General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 or 2004) as:

Any person who directly or indirectly-

(a) Accepts or agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) Gives or agrees or offers to give to any person any gratification, whether for the benefit of that other person or for the benefit or another person, in order to act personally or by influencing another person so to act, in a manner-

  (i) That amounts to the-

    (aa) illegal, dishonest, unauthorised, incomplete or biased or

    (bb) misuse or selling or information or material acquired in the course or the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

  (ii) That amounts to-

    (aa) the abuse of a position of authority;

    (bb) a breach of trust; or

    (cc) the violation of a legal duty or a set of rules;

  (iii) Designed to achieve an unjustified result or;

  (iv) That amounts to any other unauthorised or improper inducement to do or not to do anything, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"Employee", in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, but excludes a person appointed in terms of section 12A of the Act; and

(b) a public entity, means a person employed by the public entity;

"Entity" means any –

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

"Entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

(a) spouse; or

(b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"Intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means -

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means -

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative **W**ork **O**utside the **E**mployee's **E**mployment;

"Spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner, or permanent companion.

4. Regulation 13 (c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

(a) Therefore, by 31 January 2017 all employees who are conducting business with and organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members or persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competitions 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). Collusive bidding is a prohibition *per se,* meaning that it cannot be justified on any grounds.

8. 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 abuse 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.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

10. 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 Competitions 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.

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

SECTION A: DETAILS OF THE ENTITY		
A1.	CSD Registration Number	**MAAA .....**
A2.	Name of the Entity	
A3.	Entity registration number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, must be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION Where a director is a shareholder, both should be confirmed	IDENTITY NO	PERSONAL TAX REF NO	% INTEREST IN ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

The Supply Chain Management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity as director or a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside public enterprise should first obtain necessary approval (RWOEE), failure to submit proof of such authority, where applicable, may result in the disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes, complete Table B and attached their approved "RWOP")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes, complete Table B)***	NO	YES

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

TABLE B

FULL NAME OF INSTITUTION EMPLOYEE	IDENTITY NO	DEPARTMENT / ENTITY OF EMPLOYMENT	DESIGNATION /RELATIONSHIP TO BIDDER	INSTITUTION EMPLOYEE NO/PERSAL NO (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with the Institution in the last twelve months? ***(If yes, complete Table C)***	NO	YES

TABLE C

Complete the table below to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NO	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO		YES
C4.	Is the entity or its principals listed on the National Treasury 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, www.treasury.gov.za, 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.*	NO		YES
C5.	If you replied yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law, including a court outside the Republic of South Africa?	NO		YES

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

C7	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?	NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, _____ hereby swear/affirm;

i that the information disclosed above is true and accurate;

ii that I have read and understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iii that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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;

iv that the entity or its representative is aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

v. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

_____

DULY AUTHORISED REPRESENTATIVE'SIGNATURE

1. I certify that before administering the oath/affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? **ANSWER**: _____

1.2 Do you have any objection to taking the prescribed oath? **ANSWER**: _____

1.3 Do you consider the prescribed oath to be binding on your conscience? **ANSWER**: _____

1.4 Do you want to make an affirmation? **ANSWER**: _____

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

Commissioner of Oaths:

Full Name and Surname: _____

_____

Signature of commissioner of Oaths

Designation (rank) _____ ex officio: Republic of South Africa

Date: _____ Place: _____

Business Address: _____

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade, Industry and Competition (DTIC) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

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

(i) Any single contract with imported content exceeding US $10 million;

or

(ii) Multiple contracts for the same goods, works or services each with imported content exceeding US $3 million awarded to one seller over a 2-year period which in total exceeds US $10 million;

or

(iii) A contract with a renewable clause, where should the option be exercised the total value of the imported content will exceed US $10 million.

or

(iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US $3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US $10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTIC would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTIC for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts of the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

2.3 For bids above R10 million, accounting officer's authorities are required to obtain clearance from the Department of Trade, Industry and Competition regarding the National Industrial participation Programme prior to the award of any bid in excess of R10 million (ten million rands).

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contracts as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTIC in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTIC with the following information:

- Bid / contract number
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content.
- Imported content of the contract, if possible

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade, Industry and Competition, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401. Facsimile (012) 394 2401 or e-mail at Elias@thedtic.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTIC with the information required, the following steps will be followed:

(a) The contractor and the DTIC will determine the NIP obligation;

(b) The contractor and the DTIC will sign the NIP obligation agreement;

(c) The contractor will submit a performance guarantee to the DTIC;

(d) The contractor will submit a business concept for consideration and approval by the DTIC;

(e) Upon approval of the business concept by the DTIC, the contractor will submit detailed business plans outlining the business concepts;

(f) The contractor will implement the business plans; and

(g) The contractor will submit bi-annual progress reports on approved plans to the DTIC.

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

Bid Number ..... **Closing Date** .....

Name of bidder .....

Postal address .....

.....

Signature ..... **Name (in print)** .....

Date .....

WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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 (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

---

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**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;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering; ***(Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning***

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** 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;

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;

1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.14 **"non-firm prices"** means all prices other than "firm" prices;

1.15 **"person"** includes a juristic person;

1.16 **"price"** includes all applicable taxes less all unconditional discounts;

1.17 **"proof of B-BBEE status level contributor"** means-

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.19 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

1.20 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.21 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.22 "**the Regulations**" means the Preferential Procurement Regulations, 2017;

1.23 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.24 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.25 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems is 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).

2.2 Preference point system for this bid:

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.

2.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 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.

3 ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

or

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) and 7 (2) of the 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 (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

5.3 A ***QSE that is less than 51% (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

5.4 A ***QSE that is at least 51% black owned (51% or higher)*** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

5.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

7.1 B-BBEE Status Level of Contribution ..... = ... ***(maximum of 20 points)***

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** *(delete which is not applicable)*

8.1.1 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? .....

(v) whether the sub-contractor is an EME or QSE? **YES / NO** (*delete which is not applicable)*

8.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/ entity: .....

9.2 VAT registration number: .....

9.3 Company Registration number: .....

9.4 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such

imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) 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; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): .....

DATE: .....

ADDRESS: .....

.....

WITNESSES:

1. .....

2. .....

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

I hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one)**_____ of **the DTIC** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)		
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)		
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

in South Africa; for the services industry include labour costs but capped at 15%,			
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date:

_____

_____

Commissioner of Oaths

Signature & stamp

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

CHECKLIST FOR BIDS

The presence of incomplete and/or unsigned and/or absent documents from bid offers have become an unfortunate tendency since the inception of new bid forms in January 2004.

It has become increasingly noticeable that bidders are unaware of the importance of the various bid documents. The finalisations of bids are significantly delayed by the Department's resultant efforts to obtain the information/signatures/absent documents.

The purpose of this checklist is to:

- highlight all critical documents that constitute a complete bid and provide some general instructions for their completion,
- provide bidders with a final opportunity to ensure that all these critical documents are PROPERLY COMPLETED and INCLUDED in their final offer, and
- enable this office to verify that bidders have attempted to ensure that all required documents in their offer have been completed/signed/included.

Please read this checklist in conjunction with the content of the relevant form in each case.

Note: Bidders should mark the relevant boxes under the heading" Bidders" with X, please. **The Boxes under "Health" will be used to verify replies at this office.** **Bidders must complete this checklist and include it in their bid documents, please.**	**Bidder**	
	Yes	**No**
*The **Special Conditions** of bid document provides general instructions regarding critical aspects of the bid process including the provision of samples, testing and inspection of products, statement of supplies, quantities required, delivery rates, provision of prices, use of price increase formulae, payment and negotiations.*		
Have you indicated whether your delivery period is firm, whether your bid price will remain firm in all respects for the duration of the contract and whether your prices will be subject to exchange rate variations by circling YES or NO in the relevant paragraphs?		
Have you indicated your delivery rate per week and month and discounts offered on individual orders of various values by completing the relevant paragraphs?		

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

***WCBD 1** constitutes the formalization of the bidder's bid and **failure to complete and sign it in full may render the bid invalid**.*		
Form **WCBD 1, INVITATION TO BID:** Have you completed all aspects of this form FULLY, including the YES/NO questions? Have you provided a SIGNATURE and indication of the signatory's capacity? **Did you remember to include your B-BBEE status level verification certificate?**		
***WCBD 3** forms constitute a bidder's offer for a product/service. Bidders must ONLY include completed WCBD 3 forms for products/services on which they have made ACTUAL offers (i.e., bidders should NOT include blank WCBD 3 forms in their offer, please).*		
Form **WCBD 3.1**: Have you provided your company name, bid, number, BID PRICE **including VAT** and ensured that you have quoted for the correct unit of supply? Have you completed the questionnaire under the table with your prices in full?		
FIRM prices - Form **WCBD 3.1/2**: Have you furnished all information regarding prices subject to rate of exchange variations in the table provided?		
NON-FIRM prices – Form **WCBD 3.1/2:** Have you furnished all information regarding prices subject to proven adjustments in the table provided and included as annexures all other relevant details?		
***Amended WCBD 6.1** has two purposes. Firstly, it is an introduction to terms and definitions used to explain the use of a points system to recommend bids. This form also contains formulae for calculations used during points adjudications.*		
*Secondly Amended WCBD 6.1 is used by bidders to claim points for being classified as B-BBEE contributor. **Bidders are required to provide an original or a certified copy of a B-BBEE certificate issued by a verification body accredited by SANAS**.*		
Have you read and SIGNED the declaration in paragraph 9.8, provided TWO WITNESS SIGNATURES and your company address?		
Have you completed the **Sworn Affidavit – BBBEE Qualifying Small Enterprise?**		

Other general instructions:

The *General Conditions of Contract* is intended to draw special attention to general conditions applicable to government bids, contracts and orders and to ensure that bidders are familiar with the rights and obligations of all parties involved in

doing business with Government. **Bidders must not include the General Conditions of Contract in their bid offers, please.**

Bidders are advised against including bulky product brochures, extensive company profiles and empowerment initiatives in their bid offers **unless they are requested specifically elsewhere in the bid documents or have a direct influence on the bidder's offer.**

Please sign this checklist as confirmation that it has been read and completed. The signatory shall be the person who signs the **WCBD1 Invitation to Bid** form for and on behalf of the bidder.

Print name	Signature	Capacity of signatory (manager, director, etc.)

THANK YOU FOR THE TIME AND EFFORT SPENT TO COMPLETE THIS CHECKLIST FULLY AND ACCURATELY

For Head Office use only – Verification of information provided by bidder

Responsible official – print name	Signature and rank	Date

If you know of any corrupt, fraudulent, or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701.

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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.

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 anything 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
	1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information;	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

inspection.		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 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;
		(a) 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.
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	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
	31.3	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.