



SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	HEDP 010/25/26	CLOSING DATE:	21 MAY 2026	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, ACCEPTANCE, COMMISSIONING AND MAINTENANCE OF LOW DOSE X-RAY MACHINES FOR ALL INSTITUTIONS IN LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS .				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sekome T / Ms Motene N.M		CONTACT PERSON	Ms. Phooko M.J / Dr. Mamashela T.A	
TELEPHONE NO.	015 293 6581 / 015 293 6356 083 265 8365 / 063 692 9368		TELEPHONE NO.	078 630 9428 / (015) 287 5551 066 486 8540 / 015 287 5545	
E-MAIL ADDRESS	Taelo.Sekome@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za		E-MAIL ADDRESS	Joanna.Phooko@dhsd.limpopo.gov.za Thakadu.Mamashela@dhsd.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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:

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **365** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
----------	----------	-------------	---------------------------

** (ALL APPLICABLE TAXES INCLUDED)

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/not firm

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

*Delete if not applicable

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

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 eg. 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.

3. The following index/indices must be used to calculate your bid price:

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

4. 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.)	P PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. 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=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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 the 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 and Industry (DTI) 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 or other currency equivalent to US\$ 10 million will have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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 (SBD 5) 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 contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI 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 DTI 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 of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, 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@thedti.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 DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

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

Date.....

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

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

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

GENERAL CONDITIONS

11. The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or 90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or 90/10

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

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

Where

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

POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
 (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
 Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20) system (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMMEs	20/20	

4.2.1. **SMMEs:** Bidders must attach valid original sworn affidavit or B-BBEE certificate

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:.....

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payments
17. Prices
18. Contract amendments
19. Assignment
20. Subcontractors
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p>
-----------------------	--

	<p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information ; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>

<p>7. Performance Security</p>	<p>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.</p> <p>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.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque</p> <p>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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.</p> <p>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.</p>
<p>9. Packing</p>	<p>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</p>

	<p>consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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	<p>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.</p> <p>15.2 This warranty shall remain valid for twenty-four (24) 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</p>

	<p>shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4Upon 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.</p> <p>15.5If 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.</p>
16. Payment	<p>16.1The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3Payments 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.</p> <p>16.4Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1Prices 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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract Amendments	<p>18.1No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1Delivery 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.</p>
	<p>21.2If 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.</p> <p>21.3No 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.</p>
	<p>21.4The 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.</p>
	<p>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.</p> <p>21.6Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of</p>

	<p>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.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <p>(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;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p> <p>Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.3 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.4 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.5 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.6 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court</p>

	<p>may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
24. Anti-dumping and countervailing duties and rights	<p>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.</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>

28. Limitation of Liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
29. Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract

<p>The bidder declares to accept all the General Condition of Contract (GCC) as specified above by indicating with an "X" in the "ACCEPT ALL" column.</p>	<p>ACCEPT ALL</p>	<p>DO NOT ACCEPT ALL</p>
<p>NOTE: FAILURE TO ACCEPT ALL THE GENERAL CONDITION OF THE CONTRACT AS SPECIFIED IN THE GCC WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature..... Name (in print).....</p>		



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
HEALTH**

TERMS OF REFERENCE

**HEDP010/25/26: SUPPLY, DELIVERY, INSTALLATION, ACCEPTANCE,
COMMISSIONING AND MAINTENANCE OF LOW DOSE X-RAY MACHINES FOR
ALL INSTITUTIONS IN LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

TABLE OF CONTENTS

Contents
Page

1. DEFINITIONS.....	3-5
2. PURPOSE.....	6
3. INTRODUCTION	31
4. BACKGROUND	31
5. SCOPE OF WORK.....	32
6. EVALUATION CRITERIA.....	30
7. KEY ASPECT OF THE BID PROPOSAL.....	ERROR! BOOKMARK NOT DEFINED.
8. BID AWARD AND CONTRACT CONDITIONS	ERROR! BOOKMARK NOT DEFINED.
9. CONTRACT ADMINISTRATION.....	ERROR! BOOKMARK NOT DEFINED.
10. RISK MANAGEMENT ON PRICING AND AWARDING.....	ERROR! BOOKMARK NOT DEFINED.
11. PRICING INSTRUCTIONS	ERROR! BOOKMARK NOT DEFINED.
12. PRICE ADJUSTMENT	ERROR! BOOKMARK NOT DEFINED.
13. CONTRACT CO-ORDINATION ARRANGEMENTS	37
14. BRIEFING SESSION.....	38
15. ENQUIRIES.....	38
ANNEXURE A: LIST OF ITEMS (SPECIFICATION).....	ERROR! BOOKMARK NOT DEFINED.

1. DEFINITIONS

“Acceptable Bid”	means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
“Administrative Requirements”	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
“Bid”	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
“Bidder Agent”	means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
“Bidders”	means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
“Client”	means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
“Comparative Price”	means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
“Consortium”	means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
“Department” of Health Limpopo	means the Limpopo Department of Health (LDoH)

“Disability”	means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
“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 a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
“Goods”	means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health’s delegate by the successful Bidder in terms of this bid.
“Internal Collaboration”	means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
“Joint Ownership”	(also known as equity Joint Venture’s) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
“Joint Venture”	means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
“Licences”	means conditional use of another party’s intellectual property rights.
“Management”	“In relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
“Non-firm Price(s)”	means all price(s) other than “firm” price(s).

“Organ of State”	means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
“Person(s)”	refers to a natural and/or juristic person(s).
“Prime Bidder”	means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
“Rand Value”	means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
“SMME”	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
“Sub-contracting”	means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
“Successful Bidder”	means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
“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.
SANAS	Is the official national accreditation body of South Africa, responsible for accrediting organisations that provide testing, calibration, inspection, certification, and verification services. Accreditation by South African National Accreditation System (SANAS) ensures that these organizations operate competently, consistently, and in accordance with international standards
SAHPRA	South African Health Products Regulatory Authority (SAHPRA) is the national regulatory agency responsible for overseeing, regulating, evaluating, and monitoring all health products in South Africa, including medicines, medical devices, clinical trials, complementary medicines, and radiation-emitting devices. Its mandate is to ensure that all health products

	available in South Africa are safe, effective, of good quality, and widely accessible.
--	--

2. PURPOSE

- 2.1. The Department of Health in Limpopo Province intends to appoint suitable service provider(s) to supply, delivery, installation, acceptance, commissioning and maintenance of low dose x-ray machines for the period of thirty-six (36) months.
- 2.2. This Terms of Reference outlines the technical, functional, and operational requirements for the procurement, installation, commissioning, and training associated with a Low-Dose Digital X-Ray System. The primary objective is to obtain an imaging system capable of delivering high-quality diagnostic images.

3. INTRODUCTION

- 3.1. The Department is committed to provide quality health care services that are accessible, comprehensive, integrated, sustainable and affordable for the life of people in Limpopo Province.
- 3.2. To achieve the above, the Department among others requires to x-ray the deceased prior to autopsy which include police related shooting cases and other custody related deaths, explosion related deaths, multiple gunshot cases, fatal aircraft accidents, any mass fatality from road traffic accidents, fatal child abuse cases and sudden unexpected infant deaths, procedure related deaths and other complicated high-profile cases and be utilized by other institutions in the province.

4. BACKGROUND

- 4.1. The Limpopo Forensic Pathology Service renders Medico-Legal investigation of death, the main objective of determining the cause of death is to assist the criminal justice system.
- 4.2. Currently the low dose full body X-Ray machine is centralized in the Limpopo Department of Health (LDoH) in of Forensic Medicine of Pietersburg Tertiary Hospital. The district prioritizes selected cases and transports the bodies to Polokwane as there are no available radiological modalities. This often compromise the quality of work as not all bodies are scanned before post-mortem

examination as it is supposed to be in order to advise the authorized forensic pathology medical practitioner on the approach of a particular case.

5. SCOPE OF WORK

5.1 The appointed service provider(s) will be responsible for:

- Supply of a Low-Dose Digital X-Ray System.
- Installation & configuration at the designated facility.
- Testing & commissioning, including dose-optimisation settings.
- User training for radiographers and clinicians.
- 10 years preventive maintenance and after-sales support.
- Regulatory compliance documentation

6. TECHNICAL REQUIREMENTS

6.1 The following will constitute the requirements to be provided by the appointed service provider(s):

6.1.1 Licenses:

- All electro-medical devices must be approved and licensed by South African Health Products Regulatory Authority (SAHPRA).
- The bidders must submit an (copy of the valid license)
- Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered.
- Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to replacement (loan) equipment, new software (for example Picture Archiving and Communication System (PACS)).

6.1.2 Acceptance Tests:

6.1.2.1 The successful bidder must –

- Ensure that the required Acceptance Tests are performed immediately after installation.
- Submit the acceptance test results to South African Health Products Regulatory Authority (SAHPRA) to obtain approval for functionality of the unit by the user.

6.1.3 Building Alterations

6.1.3.1 The successful bidder must be made aware that:

- The Department reserves the right, at its sole discretion, to execute any required building and infrastructure alterations (including electrical, mechanical, Heating, Ventilation, and Air conditioning (HVAC), plumbing, civil works, shielding and access control) through its own resources or appointed service providers. The successful bidder shall provide all technical information required to enable such works, including site requirements, room layout drawings, loading specifications, power requirements, ducting/ventilation requirements, and installation pre-requisites. Installation and commissioning shall only proceed once the site is confirmed as ready in writing by the Department”
- Provide a separate quotation for building alterations.
- Be responsible for all the building, air conditioning, electrical, mechanical and plumbing alterations, which can only be executed through the approval of the Department of Infrastructure at the Institution.
- Consult the Department of Infrastructure at the Institution in respect of the building alterations in order to establish minimum standards.
- Inspect the site in order to quote for any building alterations that need to be made to accommodate the equipment tendered for. A building plan should be presented to the Department of Infrastructure at the Institution who will in turn obtain the necessary approvals prior to commencement of actual work.

6.1.4 Electrical power supply: NB. To be read together with 6.1.3

6.1.4.1 The successful bidder must –

- Verify that adequate electrical power supply is available for the optimal functionality of the equipment.
- If electrical power supply is found to not be adequate, then an upgrade that meets our Certificate of Compliance must be provided by the supplier at their costs.
- Ensure that the power input must be 380V, 50Hz AC offered, where applicable. Bidders must ensure that the product quoted for is fitted appropriately with approved mains cable.
- A 3 phase in/out power supply must be offered, where applicable also stating the operating Amps and Watts of the equipment.

6.1.5 Air-conditioner:

6.1.5.1 Air conditioning, as follows:

- Include any air conditioning that is considered necessary for optimal functioning of the unit.
- Any such air conditioning must be covered by the three-year guarantee period.
- The air conditioner must be 18 000 BTU or above. Air-conditioning or ventilation to maintain optimal temperature (typically 18–24°C).
- Humidity control (40–60%) to protect electronics and detectors.
- Condensation pathways or drain lines for HVAC systems, not the X-ray unit itself.

6.1.6 Mechanical

6.1.6.1 The supplier shall provide a comprehensive preventive maintenance program that includes

- Scheduled maintenance at least twice per year (or per manufacturer recommendation).
- Inspection and calibration of the X-ray generator, tube, Digital Radiography (DR) detector, collimator, Automatic Exposure Control (AEC) systems, and image processing software. Verification of radiation output, dose optimisation, and safety interlocks. Mechanical checks on moving parts (table, wall stand, bucky, tube stand).
- Cleaning and evaluation of cooling components and ventilation pathways. Software updates, including security patches and image-processing improvements

6.1.7 Plumbing

6.1.7.1 The successful bidder should ensure that :

- No Direct Water Connection Required

6.1.8 Radiation Protection

6.1.8.1 The successful bidder must -

- Provide all Quality Control Test Tools for basic testing of the applicable Systems.

6.1.9 Technology

6.1.9.1 The successful bidder must ensure that :

- No product or part thereof shall be second hand or refurbished.
- Be able to upgrade the software at no cost during the contract period. The system must be upgradeable to enhance functionality.

6.1.10 Manuals and Documentation

6.1.10.1 The bidders must :

- submit a copy of all the brochures that includes the brand name offered and complete technical specification as follows:
 - ✓ Full printout of the brochure file.
 - ✓ The marketing brochure as well as the technical product data sheets.
- 6.1.10.2 The successful bidders must submit the complete service / repair and user manual book as follows:
- ✓ Manuals must be supplied.
 - ✓ The service/repair and user manual book must include the following information.
 - ✓ Fault finding guide
 - ✓ Circuit diagrams / schematics
 - ✓ Circuit descriptions and Printed Circuit Board (PCB) layouts
 - ✓ Calibration guide
 - ✓ Part numbers and exploded diagram of mechanical parts / panels
 - ✓ Complete operator /user manuals
 - ✓ Digital Imagine and Communication in Medicine (DICOM) conformance statements
 - ✓ Hospital Information System (HIS) and Radiology Information System (RIS) /PACS conformance statements
 - ✓ Quality assurance manuals
 - ✓ Service manuals with full maintenance procedures, parts list, system diagrams and electrical, mechanical and pneumatic schematics.
 - ✓ Logbook with instructions for daily, weekly, monthly and quarterly maintenance checklists.
 - ✓ Certificate of calibration and inspection from factory.
 - ✓ The bidder shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment

6.1.11 Warranty, Maintenance and Quality Control Testing

- 6.1.11.1 The three-year warranty will commence after formal acceptance and handover of the equipment and must be provided for all the equipment in the tender document.
- 6.1.11.2 The annual Quality Control (QC) tests are mandatory on X-Ray units.
- 6.1.11.3 Scheduled Services by Technical Staff and Annual QC tests by Inspection Bodies, must be performed during normal working hours, from 7h30 to 16h30 during week days or as per arrangement.

- 6.1.11.4 Bidders must supply a three-year warranty against poor workmanship and latent defects and parts, as follows:
- ✓ The warranty must include all materials used and all workmanship.
 - ✓ All software updates must be included in the warranty at no extra costs.
 - ✓ Spares and traveling time cost should be covered by the bidder. Spares should be available within three to five working days.
- 6.1.12 A callout and backup service for urgent service requests must be available daily for 24 hours and be included in the warranty. The response time must be within two hours.
- 6.1.13 The successful bidder must arrange with both the respective Hospital/Institution and the Health Technology Services - Radiography/Medical Physicist before commissioning the equipment at the respective institutions.
- 6.1.14 The equipment will only be accepted after the commissioning and approval for use by SAHPRA of the equipment to be ready for the first deceased.
- 6.1.15 If movable equipment is taken away to the service and repair facility for repair and maintenance during the warranty and maintenance periods, a loan set must be supplied for use by the institution at no cost.
- 6.1.16 If the equipment supplied cannot be repaired during the warranty period, it must be replaced, and the institution be furnished with new equipment
- 6.1.17 The up time of the unit must comply as follows:
- A down time of 2% relates to 175 hours per annum.
 - The up time of the unit must be 98% and above, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis.
 - A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up time is less than 98%.
- 6.1.18 Maintenance described as
- 7 years.
 - 10 years
 - Warranty years 1-3
 - the total cost per year and the cumulative cost for the seven-year all-inclusive service contract.
 - The contract must cover but not be limited to the following: All parts (including, where appropriate, X-Ray tubes and other glassware), labour, travelling, accommodation, service and maintenance.

- The seven-year maintenance plan must also include all quality checks and quality assurance requirements (including Annual QA-tests by SANAS accredited inspection bodies) and also all required calibrations.
- All software updates must be included in the seven-year maintenance plan at no extra costs.
- A Technical Report outlining the functional status of each unit must be submitted to the Head of Clinical Department on an annual basis. (Not to be confused with Annual QC Test Results issued by the Inspection Bodies) .
- For each and every repair, service and maintenance and all other services (upgrades, updates, etcetera) a job card must be furnished.
- The lifespan and end of support date of the equipment offered must be indicated.
- Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.

NB: Bidders must note that dedicated test equipment, spare parts and any special tooling required for the maintenance of equipment quoted on must be made available and a dedicated workshop must be arranged. The Department has the right to visit and validate the workshop.

6.1.19 Commissioning of the equipment

- 6.1.19.1 The equipment and accessories ordered shall be delivered, installed, tested and commissioned at the expense of the bidders prior to acceptance.

6.1.20 User and Technical Training

- 6.1.20.1 Upon commissioning the system, the application specialist must be immediately available to provide the training of staff.
- 6.1.20.2 On site user training sessions on the operation of the equipment must be provided at no additional cost to ensure the correct application of the unit. Sessions to be conducted five days per week for the first 2 weeks. Including clinical engineers, medical physicist and Information Technology (IT) specialists.
- 6.1.20.3 Refresher training shall be requested for one day every six months for the duration of the warranty and maintenance, as requested by the users in order to demonstrate and train all staff on all aspects of the equipment at no extra cost.

6.1.20.4 Quality Control training for two days must be provided by the supplier's technician/Inspection Body is mandatory within the first year and must be included in the tender price (not included in other training).

7. TECHNICAL SPECIFICATION

A	B	C	D	E
Item	Specifications	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet and provide page numbers for verification
<p>A hash (#) in the complies column indicates that an item is an essential requirement and a tender will be disqualified if this requirement is not met. If the offer does not meet the specification of an item marked with # the tenderer may submit a motivation why the offer should not be disqualified.</p>				
1	MODALITY DETAILS			
1.1	The system must be a Linear X-Ray Scanning Device: Full-body, high-speed digital radiology with low emission and scatter radiation #			
1.2	A complete full body anteroposterior (AP) study must be completed within 13 - 15 seconds (from initiation of scan to presentation of the full image on the Operator Console screen) #			
1.3	A whole patient/body scan shall be possible on the system through a single scan. This shall be performed in one operation, and no sequencing where different images need to be “stitched” together will be acceptable #			

Technical Specification

1.4	The pixel size of the system will not be more than 60µm			
1.5	The unit must be capable of doing a full body AP and a full spine lateral scan within 28 seconds			
1.6	The system should be able to generate 145kVp at 200mA for a at least 16 second scan			
1.7	The system should be able to generate 400mA at 90kVp for a at least 10 second scan			
1.8	The system should be able to produce at least 4000mAs			
1.9	The system must be able to produce X-rays for a scan of within 16 seconds			
1.10	The system should be able to conduct an AP scan of a full body up to 670mm*1800mm			
1.11	The system should be able to be flexible and be able to conduct detailed scans from 100mm x 100mm up to 770mm x 1880mm			
1.12	The system must be able to conduct oblique X-ray examinations to include views from 0° to 90° angles			
1.13	The system should be able to flexibly operate at various resolution modes, from 1 x 1 pixel binning to 8 x 8-pixel binning			
1.14	The system must be shown to have minimum contrast resolution of 4.2 lp/mm for very high-resolution X-ray exams			
1.15	The system should be able to operate at different scan speeds, nominally 35mm/s, 70mm/s, and 140mm/s			
1.16	The Beam width (defined as the full width half maximum) should be demonstrated to be 1.4 – 2.8mm at 1000mm from the focal spot			
1.17	The system must be capable of completing a full field AP scan in 13 seconds. This is defined as the time from start of X-rays at the beginning of the scan to the time X-rays are stopped at the end of scan.			
1.18	The diagnostic image must be available for viewing 15 seconds after the end of a full field scan.			
1.19	The system must be capable of performing two successive full field scans on the same patient in 30 seconds.			

1.20	The system shall be capable of a high patient/body throughput. As a guideline the system should be capable of performing full-body AP scans on medium sized patients/bodies at a rate of at least one per 15 seconds.			
1.21	The system trolley must be capable of accomplishing Caudal-cranial / Cranio-caudal (Trendelenburg/reverse Trendelenburg) angles at 10 degrees			
1.22	It shall be possible to have the unit located near or inside an emergency, resuscitation room, or forensic pathology facility.			

2.	SYSTEM DETAILED CAPABILITY			
2.1	The system must contain an easy-to-use graphical User Interface			
2.2	The basic user functions must be easily accessible.			
2.3	Selection of X-ray exams and procedures should be easily achieved with the selection of pictograms.			
2.4	The system must come preconfigured with a host of default predefined X-ray exams and with default X-ray parameters			
2.5	The system must allow these predefined parameters to be modified and saved.			
2.6	The system must present a confirming image to the radiographer so they can verify that they have acquired the correct X-ray image and correct body area.			
2.7	The system must be able to scan a patient without the patient being registered on the system and must assign a unique ID to this patient so that the patient information can be entered in later.			
2.8	The system must contain a database which hold patient and image information, so that returning patients' information and images can be easily retrieved.			
2.9	The system must come packaged with a Diagnostic image viewing software system so that images may be viewed at the machine or remotely at a dedicated viewing station			
2.10	The system must be able to recall images easily and quickly and contain the ability to page through the images or browse through the images quickly.			
2.11	Image navigation should be easy to do with image being able to be recalled by Previous, Next, Latest deceased number.			
2.12	Real time "Mouse wheel" zoom, pan, rotate, and aspect adjustment must be standard features of the image viewing system.			

2.13	Windowing and levelling of grey scales must be automatically adjusted for optimal viewing, to ensure “best view” with lucid® enhanced image processing simultaneously adjusted for soft tissue and bone.			
2.14	Windowing and levelling of grey scales must be achieved in real time with mouse movement.			
2.15	The system should have the capability to perform anatomical measurements, straight line and angle measurements of any body part in any 2D projection.			
2.16	The system must provide basic Image Storage & Backing-up options, with a DVD writer and large hard disk drive of 500 Gigabytes			
3.	IMAGE QUALITY			
3.1	Contrast resolution	> 16 000 grey levels (14 bits) - After log compression		
3.2	Fundamental pixel size	60 µm and above (1x1 binning)		
3.3	Maximum size	1 800 mm x 680 mm (70.9” x 26.8”) (full body size, measured at lowest table height on table top)		

4.	SCANNER THROUGHPUT			
4.1	Linear scanning rate or speed (up to 3 settings)	35 mm/s, 70 mm/s, and 140 mm/s		
4.2	Beam width Full Width at Half Maximum (FWHM) @ 1000mm from focal spot	1.4 – 2.8 mm		
4.3	Instantaneous frame rate (X-ray exposure duration at any one point)	22 – 88 milliseconds small slit		
4.4	Full field scan time (AP)	Minimum of 13 seconds		
4.5	Time from “end-of-scan” until a diagnostic image becomes available on the Digital Viewing Station (DVS) screen	Minimum of 15 seconds		
4.6	Best case time between two successive X-rays on the same body	Minimum 28 seconds		
5.	IMAGE FLEXIBILITY REQUIREMENTS			

5.1	Radial angles	0 to 90 degrees. The supine or prone body can be X-rayed in any radial angle from AP (or PA) to the supine lateral positions.			
5.2	Caudal-cranial / Cranio-caudal angles	0 to 10 degrees. Projections can easily be accomplished by angling imaging transversely table top as needed.			
5.3	Longitudinal angles	The trolley (gurney) top height can be adjusted vertically by 0 to 340 mm. Adjusting only one side of the trolley gives Trendelenburg angles up to ± 10 degrees.			
6.	MACHINE DIMENSIONS				
6.1	Weight	Should be between 1 000 kg - 1 600 kg (not exceed 1 600 kg)			
6.2	Maximum dimensions	Should be L x W x H: 2 810 mm x 2 276 mm x 2 271 mm (plus or minus 1 000 mm)			
6.3	Room height requirement	Should be 2 450 mm (plus or minus 1 000 mm)			
6.4	Operation envelope	Should be L x W x H: 2 834 mm x 2 322 mm x 2 322 mm (plus or minus 1 000 mm)			
6.5	Ideal room area	Should be L x W 6 000 mm x 3 000 mm (plus or minus 1 000 mm)			

7.	DIGITAL VIEWING STATION (DVS)				
7.1	Monitor	High luminance (>250 Cd/m ²); high contrast (1 000:1) / 1 920 x 1 080 pixel; size of 20 - 30".			
7.2	DICOM Compliant Liquid Crystal Display (LCD)	Luminance 800 Cd/m ² (Typ), DICOM calibrated luminance 500 Cd/m ² , contrast 400:1 (typ) / 2 048 x 1 536 pixel, size of 20 - 30".			

7.3	Type	DVS software must be functionally integrated into the operator's workstation.			
7.4	Image storage	500 GB Hard disk (minimum), includes a standard DVD writer.			
7.5	Image backup	Minimum 1 Terabyte (TB) Hard disk (minimum), configurable.			
7.6	Image printing	System must have the capability to print to standard paper printers			
8.	DETECTOR SYSTEM				
8.1	Detector	Proprietary ultra-low noise Time Delay Integration Charge- Coupled Device(TDI CCD) detector.			
8.2	X-ray to light conversion	Gadox = GdOS2 :Tb			
9.	SMART TROLLEY				
9.1	Dimensions	L x W x H: 2 448 mm x 704 mm x 803 mm (96.4" x 27.7" x 31.6") (Plus 200 mm)			
9.2	Weight capacity	Patient weights of up to 300 kg should be accommodated.			
9.3	Positioning	Height must be adjustable. Must allow Trendelenburg angles. Must automatically rise and lower to accommodate C-arm movement when shifting from AP to lateral orientation.			
9.4	Body loading / unloading	Must have a brake function - lock trolley in desired position.			
9.5	Table top attenuation (aluminium equivalence)	Bariatric (300 kg): 1.5 mm (max)			

10.	NETWORK				
10.1	Network data rate	100 Mbps (minimum)			
10.2	Network cables	CAT5 eight core twisted pairs with suitable RJ45 sockets, or better			
11.	RADIATION SCATTER				
11.1	The scanning system must employ proprietary X-ray beam controlling mechanism, and linear scanning technique.				
11.2	The X-ray beam must be highly collimated by a narrow slit and a fan-width adjustment collimator into a laser-like fan beam of primary X-ray photons which spreads out in only one direction (i.e. width).				
11.3	The narrow beam and high-quality primary photons must reduce the number of X-rays scattered by the body, so no post-patient anti-scatter grid is required.				
11.4	The detector must be fitted into a scatter-absorbing housing, which is designed to eliminate almost all remaining scatter before detection, increasing the signal to noise ratio in the detected image.				
11.5	There must be high quality images, resulting in significantly lower patient exposure or user exposure, to achieve diagnostic-quality images.				
11.6	There must be low exposure with collimated, narrow fan-beam to significantly reduce scattered radiation throughout the room.				
11.7	The X-ray tube, X-ray fan beam, collimating slit and detector must all move together along a linear scanning path, collecting X-ray information to produce X-ray images.				
11.8	The lower end of the spectrum should be eliminated from the X-ray spectrum used to image the patient, by adding an aluminium filter to the beam as it emerges from the X-ray source, to harden the beam. In addition, a minimum thin copper filter of about (0.1 mm) must be installed in each machine for exposures above 110 kV.				

12.	OUTPUT				
12.1	Radiation type	This equipment must emit ionising radiation through an adjustable narrow slit collimator, thereby producing fan-beam scanning across the body.			
12.2	Typical entrance dose	Chest AP \pm 0.115 mGy. Medium Full Body AP \pm 0.12 mGy. For typical procedures less than 25% (on average) of equivalent conventional dose would be needed.			
12.3	Scatter radiation	Typical scatter dose measured at 1.5 metre from the center of the smart trolley for an averaged sized adult body at maximum workload (8 bodies per hour – 1 x AP Full Body & 1 x LAT Full Spine) must be 0.116 mSv per hour.			
12.4	X-ray tube	3 500 KHU with rotating anode.			
12.5	POWER RANGE				
12.5.1	Peak power	From 64 kW			
12.5.2	Voltage range	50 - 145 kVp \pm (3% + 1 kVP)			
12.5.3	Voltage rise time	2 mS (10 to 90%)			
12.5.4	Current rang	32 mA to 400 mA \pm (4% + 1 mA)			
12.5.5	Voltage ripple	From 0,50%			
12.5.6	Exposure time	0.6 s to 16 s \pm (2.5% + 10 ms)			
12.5.7	Operating frequency	From 40 kHz			

13.	IMAGE VIEWING – Landscape or Portrait Image Display Capabilities					
13.1	Image recall	Images must be viewed by Previous, Next, Latest, deceased number, Referring doctor, Hospital number etc.	1			
13.2	Database	Images in the database belonging deceased number must be easily retrieved.	1			
13.3	Zoom / Pan / Rotate / Aspect Ratio	Real time “mouse wheel” zoom, pan, rotate, and aspect ratio adjustment must be standard.	1			
13.4	Image manipulation / lucid image enhancement	Windowing and levelling of grey scales must be automatically adjusted for optimal viewing. Initial “best view” with lucid enhanced image processing simultaneously adjusts for soft tissue and bone viewing.	1			
13.5	Anatomical measurement capability	Straight line and angle (e.g. Cobb angles) measurements of any body part in any 2D projection must be possible.	1			
13.6	Window / Levelling	User must be able to independently select the range of grey scales to be displayed.	1			
13.7	Invert function:	User must be able to change the view from a negative (white bone) to a positive (black bone) image.	1			
13.8	Image size	Should be variable, dependent on exposure area, as well as resolution e.g. Full-body, standard resolution will require approximately 30 MB; largest possible image approximately 188 MB equates to 2 600 images on a 500 GB disk.	1			
14.	POWER REQUIREMENTS					
14.1	System ASP	Single-phase / N / PE ~ 200 – 240 Vac (25 A) 50/60 Hz	1			

14.2	System smart trolley	Single-phase / N / PE ~ 200 - 240 Vac (16A) Optional 2 charge point from 110 Vac	1			
14.3	System HVG:					
14.3.1	System HVG: OPTION 1	Option 1 - 400 Vac (380 Vac) Three-phase / PE 400 Vac (380 Vac) 50 Hz \pm 1 Hz				
14.3.2	System HVG: OPTION 2	Option 2 - 480 Vac Three-phase / PE 480 Vac 60 Hz \pm 1 Hz				
14.4	HVG maximum power	51 kW				
14.5	Minimum kVA required	76.8 kVA				
14.6	RMS line current during exposure	Minimum 130 A				
14.7	Three phase circuit breaker rating	Minimum 60 A				
14.8	Single Phase circuit breaker rating	Minimum 20 A				
14.9	Maximum power line impedance	Minimum 0.135 Ω				
14.10	HVG standby consumption	Minimum of 500 W				
15.	AMBIENT ENVIRONMENT					
15.1	Operating ambient temperature range	+10°C to +25°C				
15.2	Relative humidity	40% - 75%				

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

NB :Column D, E and F in the table must be completed.

7.1 DECLARATION OF COMPLIANCE TO SPECIFICATION

The bidder declares to accept all the Conditions as outlined in the SPECIFICATION as specified above by indicating with an “X” in the “ ACCEPT ALL ” column.	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE MAY RESULT IN DISQUALIFICATION OF YOUR BID.

Signature.....Name (in print)

Date.....

8. KEY ASPECTS OF THE BID PROPOSAL AND SPECIAL CONDITION OF CONTRACT INSTRUCTIONS

8.1. Bidders must take note of the following fundamental aspects before submission of their bid proposals:

8.1.1 The successful bidder will be bound by Government Procurement: Special Conditions of Contract (SCC), which will form part of the signed contract with the successful bidder. However, LDoH reserves the right to include or waive any condition in the signed contract.

8.1.2 The signed contract, which is inclusive of the GCC, SCC and Technical specification shall be signed within seven (7) after the acceptance of the award of the bid. SLA which is regarded as a performance agreement by the LDoH shall be negotiated with the end-user and signed off 30 days after signing of the contract with the Accounting Officer.

8.1.3 LDoH reserves the right to –

8.1.3.1 Negotiate the conditions, or

8.1.3.2 Automatically disqualify a bidder for not accepting these conditions.

8.1.3.3 In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; LDoH shall disqualify the bid.

8.1.4 Bidders must take note of the following fundamental aspects before submission of their bid proposals.

8.1.5 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be accepted.

8.1.6 In order to evaluate and adjudicate bid effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to terms of reference.

8.1.7 The bid document must be completed with indelible ink and alterations/corrections must be signed (No correction fluid/eraser allowed);

8.1.8 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

8.1.9 The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will disqualify the bid and may further exercise any of the remedies available to it.

- 8.1.10 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 8.1.11 The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 8.1.12 The contract period will be in terms of the service level agreement.
- 8.1.13 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Tender Bulletin, E-Tender portal and LDoH website.
- 8.1.14 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

9. BID AWARD & CONTRACT CONDITIONS

- 9.1 The shortlisted bidders shall be subjected to Supply Chain Management screening processes and only successful bidders who are cleared during screening shall be considered for appointment.
- 9.2 The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid. The award of the tender may be subjected to price negotiation with the preferred bidder/s.
- 9.3 During the contract term the department may either add or close down the facility according to its need.
- 9.4 LDoH may remove or add items during contract management

10. THE BID ALLOCATION STRATEGY

- 10.1 The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award as follows:
- 10.1.1 The bid shall be awarded based on scoring ranking of price and specific goals.
- 10.1.2 LDoH will award per hospital based on scoring ranking of price and specific goals.
- 10.1.3 In the event that the winning bidder is awarded and reject the award, the award shall be offered to the second highest winning bidder until exhausting the list of all the recommended bidders.
- 10.1.4 The department may, on reasonable and justifiable grounds, award the bid to company that did not score the highest points in terms of price and specific goals.

11. PRICING AND AWARDING CONDITIONS

- 11.1 The department shall conduct market research to determine if preferred bidder did not underquote or overcharged their offer.
- 11.2 Overcharged prices by the preferred bidder shall be subjected to price negotiation or a price offer by the department (as a process to kickstart the negotiation).
- 11.3 Underquoted prices shall be subjected to price justification (preferred bidder shall be required to justify their price failure which will render their bids disqualified).
- 11.4 All prices charged must be inclusive of business overheads, applicable taxes, and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law within 30 days after award.
- 11.5 Bidders must quote for all items under this bid and those who do not quote for all items shall be unaccepted/disqualified. Arithmetic errors on the Pricing Schedule will be rectified on the following basis:
 - ✓ If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid shall be disqualified.
 - ✓ Bids that fail to conform to the conditions as set out under this pricing structure and schedule shall be disqualified.
 - ✓ Bidders to take note that this bid shall be valid for the period of 360 days and the validity period may be extended if necessary.

12. DECLARATION OF COMPLIANCE TO SCC

The bidder declares to accept all the Conditions as outlined in the SPECIAL CONDITIONS OF CONTRACT as specified above by indicating with an “X” in the “ACCEPT ALL” column.	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature.....Name (in print)</p> <p>Date.....</p>		

13. EVALUATION CRITERIA

- ❖ This bid shall be evaluated in **three (03)** phases as follows:
 - Phase 1: Mandatory Requirements
 - Phase 2: Administrative Compliance
 - Phase 3: Evaluation on price and specific goals

13.1 PHASE 1 : MANDATORY REQUIREMENTS

- ❖ The following mandatory documents must be submitted with the bid and failure which the bidder will be disqualified and not be evaluated any further.

FOL	MANDATORY BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply)
13.1.1.	A copy of a valid South African Health Products Regulatory Authority (SAHPRA) licence as a manufacturer, distributor, or wholesaler must be submitted for all items, excluding Categories B and I. Failure to submit a SAHPRA licence for items that require such approval will result in automatic disqualification.	
13.1.2.	Delivery Commitment Letter: The bidder shall submit a letter on the company letterhead committing and binding/obligating the bidder to commit to 12 weeks.	
13.1.3.	Product Brochure and Technical Data Sheets Bidders must submit the fully comprehensive copy of product brochures and a copy of the technical data sheets that includes the technical specifications of the items tendered for together with the bid documents	
13.1.4.	Financial Capacity of the Bidder The following is required to test for financial capacity of the bidder with a minimum value of R10 000 000.00 <ul style="list-style-type: none">✓ An undertaking by a registered financial institution (bank) to provide funding/revolving credit, or overdraft facility.	

FOL	MANDATORY BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply)
	<p>(Not a conditional assessment of Credit Rating or Bank Rating)</p> <p>OR</p> <p>✓ An undertaking by the National Credit Regulator (NCR or FSP) registered institution to provide funding / revolving credit. (Not a conditional assessment of funding)</p> <p>OR</p> <p>✓ Current three (3) months bank statement averaging the minimum required value.</p> <p>OR</p> <p>An investment account accessible within a period not exceeding 32 days of withdrawal of the investment (confirmation letter/ proof of the investment must indicate withdrawal days.</p>	
13.1.5.	<p>Attachment of the following applicable national standards documents</p> <ul style="list-style-type: none"> • IEC 60601 Compliance for electrical safety and essential performance certificate. • ISO 13485 Compliance for Quality Management Systems certificate. 	
13.1.6.	<p>Manufacturing Certificate:</p> <p>A valid copy of the Product Manufacturer Certificate, if the bidder is the original product manufacturer; or</p> <p>If the bidder is not the original product manufacturer, copy of the valid letter from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell the product must be submitted together with the bid documents..</p>	
13.1.7.	<p>Bid declarations: The following declarations must be completed and signed (failure shall render the bid invalid)</p> <ul style="list-style-type: none"> ✓ General conditions of the contract (GCC) <p>Special Conditions of Contract (SCC)</p>	

13.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

13.2.1 The LDoH has prescribed minimum administrative requirements that must be met by all bidders in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

13.2.1.1 Where the bidder fails to comply fully with any of the administrative bidding requirements under the bid or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right to:

- ✓ Rejects the bid in question and not evaluate it at all.
- ✓ Give bidder an opportunity to submit and /or supplement the information and /or documentation provided to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH, and such supplementary information/ documentation is only administrative and not substantive in nature. The evaluation team shall agree on the timeframe to be granted for bidders to furnish the information required. The maximum number of days shall not exceed 7 days.
- ✓ Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

13.2.1.2 The LDoH may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.

13.2.1.3 Verification of experience and other critical documentation may be done.

13.2.1.4 **Bidders shall take note of the following guidelines:**

13.2.1.4.1 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for evaluation. The bidder shall respond with "**Comply**", "**Not Comply**" or "**Not Applicable**" in the apportioned spaces. The "**Not Applicable**" answer shall only be considered where the response field has the wording "**If Applicable**".

NB: Bidders may be disqualified for failure to comply with the below guidelines when responding to administrative bidding requirements or failure to attach or complete and/or sign any of the designated areas of the documents mentioned above. Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature (which does not advance the bidder or provide an advantage to the bidder).

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
13.2.2	Submission of the following standard bidding documents (fully completed and signed)	
(i)	SBD 1: Invitation to Bid,	
(ii)	SBD 3.1: firm prices	
(iii)	SBD 4: Bidders disclosure NB. All companies that are under the name of the director/shareholder or member or trustees must be declared, irrespective of whether they (companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership/Sub-contractor	
(iv)	Attachment of Central Supplier Database Registration Report (CSD) or provision of " MAAA " Number	
(v)	In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:	
13.2.3	Signed agreement between involved parties indicating the lead member (In case of Consortium or Joint Venture or partnerships or sub-contracting) or signed agreement.	
13.2.4	Every member of the Consortium or Joint Venture or Sub-contractor must be registered on the Central Supplier Database, Consortium or Joint Venture should submit consolidated <u>CSD REGISTRATION report</u> or " MAAA " number. NB Subcontractors must attach a <u>CSD REGISTRATION REPORT</u> or <u>provide "MAAA" Number.</u>	
(i)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	

NB: Returnable documents should be chronologically indexed with a contents list.

13.3 PHASE 3: EVALUATION ON PRICE AND SPECIFIC GOALS

13.4 This bid shall be evaluated in terms of **80/20** preference points system.

13.5 **To be eligible to claim for preference points, bidders must complete SBD6.1: Preference points claim form in terms of the Preferential procurement regulation 2022.**

13.6 Points shall be awarded to a bidder for attaining the preferential procurement points in accordance with the table below:

PREFERENTIAL GOALS	PREFERENTIAL POINTS
	80/20
SMMEs	20//20

13.6.1 SMMEs: Bidders must attach a valid original sworn affidavit and BEE certificate issued by CIPC.

14 PRICING INSTRUCTIONS

14.1 All prices charged must be inclusive of business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register, as required by law, within 30 days after awards..

14.2 The price must be inclusive of delivery charges (No delivery cost may be claimed separately) and price adjustment to be included.

OVERHEADS INCLUDING ESSENTIAL ACCESSORIES MUST BE INCLUSIVE IN THE QUOTED PRICE

ITEM 1: (All Inclusive price supply, delivery, installation, acceptance, commissioning and maintenance of low dose x-ray machines and essential accessories listed in specifications. (Attach a breakdown)	R
OPTIONAL ACCESSORIES:(ATTACH ADDENDUM)	R
ALL-INCLUSIVE FULL COMPREHENSIVE PREVENTATIVE MAINTENANCE AGREEMENT PRICING & MAINTENANCE STRUCTURE	

<ul style="list-style-type: none"> • 3-year warranty • 7-year optional maintenance • Total contract value be defined upfront 	
Year 1	Warranty
Year 2	Warranty
Year 3	Warranty
Year 4	R
Year 5	R
Year 6	R
Year 7	R
Year 8	R
Year 9	R
Year 10	R
TOTAL BID PRICE INCLUSIVE OF VAT	R

14. DELIVERY AND COMPLETION STAGE

14.1 The bidder must

- Complete the following within 4-12 weeks after receiving purchase order. (provide activity schedule).
- The delivery of the equipment to the institution.
- The finalization of the building alterations.
- Total time required from the placement of the order to the commissioning of the equipment.
- Provide equipment layout and electrical drawings in brochure.
- Successful bidder shall be available for consultation and to attend installation planning meetings throughout the entire installation process of the system.

15. CONTRACT CO-ORDINATION ARRANGEMENTS

- 15.1. The Medical Orthotics and Prosthetics divisions in the Limpopo Department of Health shall be responsible for the coordination of this contract.

16. BRIEFING SESSION

16.1. There will be **Compulsory** briefing session for this bid.

- Date: 30 April 2026
- Time: 11H00
- Venue: Tshilidzini Hospital (Forensic Pathology Services Boardroom)

17. ENQUIRIES

17.1. All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health 18 College Street Polokwane 0699	Ms. Phooko M.J 078 630 9428 / (015) 287 5551 Joanna.Phooko@dhsd.limpopo.gov.za Dr. Mamashela T.A 066 486 8540 / 015 287 5545 Thakadu.Mamashela@dhsd.limpopo.gov.za	Mr.Sekome T 015 293 6581 Taelo. Sekome@dhsd.limpopo.gov.za Ms Motene NM (015) 293 6350 Ntlama.Maphahlele@dhsd.limpopo.gov.za