health
Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Health Office Park
Private Bag X 2068
MMABATHO
2735

SUPPLY CHAIN MANAGEMENT

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INVITATION TO BID: NWDOH 20/2022 PROVISION OF BUILDING INFRASTRUCTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF A CATHETERIZATION LABORATORY IN TSHEPONG HOSPITAL

Open bids are hereby invited for Provision of Building Infrastructure, supply, installation and commissioning of a catheterization laboratory in Tshepong Hospital

The conditions contained in the Preferential Procurement Policy Framework Act and 2017 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2017, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.

2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.

3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**

4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number	**: NWDOH 20/2022**
Company Name	**:**
Closing date	**: 28 November 2022**
Closing time	**: 11H00**

THERE WILL BE NO BRIEFING SESSION HOWEVER TECHNICAL QUESTIONS OR ENQUIRIES CAN BE SEND TO:

Ms Norma Madhoo: NMadhoo@nwpg.gov.za 018 391 4052

Ms Maria Gomes: MGomes@nwpg.gov.za / / 018 406 4544

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. **Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or

ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. **Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES** governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

i. Bid information and documentation are confidential
ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. **IN TERMS OF THE NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an Institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **No correspondence will be entered into regarding non-submission/attachment of documents. Failure to submit all the required documents will render your bid non-responsive**

7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and put a company stamp on each page of the bidding documents. Bid documents must be binded.**

8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**

9. The Department of Health reserves the right to accept any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**

10. National Treasury has per Circular no 1 OF 2015/2016 dated 21 December 2015 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to

https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms T. Matshoba 018 391 4043 / TTsineng@nwpg.gov.za

TECHNICAL ENQUIRIES:

Ms Norma Madhoo: NMadhoo@nwpg.gov.za / 018 406 4544

Ms Maria Gomes: MGomes@nwpg.gov.za / 018 391 4052

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID REQUIREMENTS

a. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
b. Bids will be valid for a period of 90 days.
c. All bid prices must be quoted in South African currency and must be VAT inclusive.

d. All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

15. MANDATORY BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **NATIONAL TREASURY INSTRUCTION NO.1 OF 2015/2016 ADVERTISEMENT OF BIDS AND THE PUBLICATION OF AWARDS ON THE e-TENDER PUBLICATION PORTAL dated 01 April 2015** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 May 2015, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

(a) Bid description;

(b) Bid number;

(c) Name of the PFMA compliant institution;

(d) The place where the bid is required;

(e) The closing date and time of the bid;

(f) The PFMA compliant institution's contact details (postal and physical Address , Telephone number, etc.);

(g) The place where bids can be collected;

(h) The place where bids should be delivered; and

(i) The bid document, that is,

- Invitation to Bid-which explains the bid administration requirements and the evaluation criteria, to be complied with by all bidders.
- SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
- Technical Bid Specifications/Terms of Reference or Bill of Quantities requirements - depending on the technical nature of the bid.

BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

(a) Original, fully completed and signed applicable SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the mandatory SBD forms (SBD form 1, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail.**

(b) Copies of Identity Documents of the Directors / Main Shareholders of the company.

(c) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder

(d) Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00).** Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –**Bidders are encouraged to download the bid documentation from the E-Tender**

Bank Name	**: FNB**
Account Name	**: NW Health**
Account holder	**: NWPG**
Branch code	**: 250655**
Account number	**: 62811730747**

(e) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which**

do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.

(f) Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

(g) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(h) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder

- Copies of Identity Documents of all Directors / Main Shareholders of the company.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N.R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]**

- Joint venture agreement duly signed by all parties

- Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00** [Original or Copy]—Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement

- A certificate or agreement regarding shareholder -ship of members

- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the**

company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company

- Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017--Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

(i) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid

(j) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

16. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

  - Tenderers other than EMEs
    I. Verification agencies accredited by SANAS; or
  - Tenderers who qualify as EMEs
    II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

16.1 Verification agencies accredited by SANAS

16.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.

16.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing

Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee default.php

16.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.

16.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

17. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

17.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME

17.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)

17.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.

17.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage black beneficiaries to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.

17.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is this context that an EME may submit a B-BBEE verification certificate

18. FUNCTIONAL REQUIREMENTS

The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values as well as the minimum qualifying score for functionality are contained in the technical Bid Specifications.

2017 PPPFA REGULATIONS: 2017 NATIONAL TREASURY IMPLEMENTATION GUIDE

"14. SUB CONTRACTING AS A CONDITION OF TENDER FOR PROCUREMENT ABOVE R30 MILLION [Regulation 9

"14.1 The regulation states **that if feasible to contract above 30 million**, an organ of state must apply sub-contracting to advance designated groups."

"14.2 The term "feasible" is used in recognition of the fact that it may not always be possible to sub-contract in all tenders due to the nature of some tenders for instance, it may not be possible to sub-contract one piece of machinery that is above 30 million."

"14.9 In the case of construction and built environment sectors nothing prevents bidders / contractors /suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions"

"14.12 The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier "

19. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

80/20

- 80 = Price; NOTE: All bid price/s should be VAT inclusive.
- 20 = Preferential Points(Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non- compliant contributor	0

CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 2022/10/12

COMPLIANCE CHECKLIST ***NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE MANDATORY BID ADMINISTRATIVE REQUIREMENTS***		
NO	***REQUIREMENT***	***HAVE YOU ATTACHED*** ***Answer Yes or No***
1	Compulsory Briefing session	**N/A**
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. **NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website**	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2017 PPPFA Regulations AND fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.2 Non-Firm prices	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	
4	copies of Identity Documents of all Directors / Main Shareholders of the company.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]**	

5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- Indicate the expiry date[s] of all the TCC The Department will also verify the tax compliance status of bidder	
6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail**	
7	**TOTAL BID PRICE INCLUDING VAT** ***AMOUNT*****.....**	
8	Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder Indicate the expiry date[s] of all the TCC of the JV partners.	

9.2	Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]- CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENT]**	
9.3	Joint venture agreement duly signed by all parties	
9.4	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number **NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement**	
9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.**	
9.6	Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid	

11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : **NWDOH 20/2022** Company Name : Closing date : **28 November 2022** Closing time : **11H00**	
13	Address and contact details:	

SIGNATURE BY BIDDER: .....

DATE: .....

health
Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

2030 NDP

Ground Floor, Health Office Park
Private Bag X 2068
MMABATHO
2735

BID SPECIFICATION COMMITTE

Tel: +27 (18) 391 4517
Emai: Bsondlo@nwpg.gov.za
www.health.nwpg.gov.za

1. PURPOSE

To invite bids for provision of building infrastructure, supply, installation and commissioning of a Catheterization Laboratory in Tshepong Hospital.

2. BACKGROUND INFORMATION

Klerksdorp/Tshepong as a Provincial tertiary hospital is mandated to expand its tertiary services and there is no Catheterization laboratory equipment available in the North West Province.

North West Province patients are traveling to Gauteng Province for catheterization laboratory assisted surgeries. Klerksdorp/Tshepong Complex has a Surgical and Cardiac departments.

The establishment of a catheterization laboratory is key to improving Cancer care (Diagnosis). The catheterization laboratory is key to diagnostic and therapeutic interventions involving cardiology, vascular surgery, surgical gastroenterology and radiology.

North West Department of Health has allocated the necessary funding for this project through the NHI Oncology Grant.

3. EXPECTED DELIVERABLES AND OUTCOMES

a) Improve diagnostic imaging services to the community.
b) Improved patient outcomes.
c) Increase the capacity, speed and volume of the service rendered to patient.
d) The deliverables are:
   - A biplane catheterization laboratory.
   - A technical room and scrub area.
   - A control room.
   - A laser printer.
   - Theatre lights.
   - Pendant and wall panel.
   - A mini PACS.
   - A UPS.
   - Renovation of current infrastructure to accommodate the catheterization laboratory, the technical room, the scrub area, the control room and the UPS in the Theatre Complex of Tshepong Hospital.

4. TIME FRAME/DURATION OF THE BID

12 Months

5. SPECIAL CONDITIONS

The unit offered must be approved and licensed by SAHPRA.

6. COMPULSORY SITE BRIEFING SESSION(ATTENDANCE REGISTER TO BE COMPLETED)

The bidder must contact the contact person in order to conduct a compulsory site feasibility study and provide a detailed building alteration, room installation plan with the bid.

7. EVALUATION CRITERIA

This bid will be evaluated in four stages
First stage – Mandatory Bid Administration
Second stage – Bidder Requirements
Third Stage – Technical Specification
Fourth Stage – 80/20 Preference point system

8.1. BIDDER REQUIREMENTS

a) A copy of a valid license issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the bid.
b) Bidder to provide details of technicians that will be responsible for technical support, maintenance, and repairs. (CV's with minimum of three contactable reference and certified qualifications of the said technicians to be attached)
c) Bidder to supply comprehensive training plan (this includes initial training and with follow up training, outline of training duration and contents).
d) The company must have 2 years or more experience in supplying of catheterization laboratory equipment(**Reference letters indicating number of years must be attached**)

8.2. TECHNICAL SPECIFICATIONS (Bidder must complete the technical specifications).

The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every clause in this bid specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted.

Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.

The bidder must clearly indicate if their offered product complies with the required, by indicating "Yes" or "No" or answer the question next to the corresponding clause.

All responses must be clear and legible.

This specification establishes the requirements for:

- Catheterization laboratory.
- Theatre lights.
- Mini PACS.
- Laser printer.
- UPS.
- Infrastructure requirements including surgical pendant and panel.

ITEM NO.	MINIMUM TECHNICAL SPECIFICATIONS	COMPLIES (YES/NO)	COMMENT	REFERENCE TO BROCHURE/ TECHNICAL DATA SHEET (SPECIFY PAGE NUMBER WHERE APPLICABLE)
	A Modality Details			
1	**CATHLAB**			
1.1	Biplane Flat panel detector imaging / C- Arm system.			
1.2	Capability to do cardiology and fully customized to fit a very wide range of diagnostic and interventional cardiology, adults and paediatrics and electrophysiology procedures. Including: Percutaneous coronary intervention, Congenital heart defect correction (e.g Repair of coarctation of the aorta), ASD and VSD, Left Atrial Appendage Occlusion, Percutaneous valve repair & replacement (e.g. TAVI procedure & mitral valve repair), Electrophysiology Studies ICD, Pacemaker, Ablation.			
1.3	Capability to do cardiac, vascular, neuro, ERCP, paediatric cardiac and interventional radiology.			
1.4	Integrated Pressure monitoring system (iFFR and FFR). Integrated iFR to assess whether a stenosis is causing a limitation of blood flow in coronary arteries with subsequent ischemia. Integrated FFR procedure, that can accurately measure blood pressure and flow through a specific part of the coronary artery.			
1.4	Capability to do cardiac, vascular, ERCP, paediatric cardiac and interventional radiology.			
1.5	Latest Technology Integrated Workstation in Control Room.			
1.6	Latest Technology Integrated Large Screen Monitor in Examination Room/Theatre.			

1.7	System must include the following:			
1.7.1	Ceiling suspended and floor mounted C-Arms.			
1.7.2	Patient positioning table.			
1.7.3	Two x-ray generators.			
1.7.4	Two x-ray tubes.			
1.7.5	Collimators.			
1.7.6	Digital Flat panel image acquisition detector system.			
1.7.7	Radiation dose saving, dose documentation measures and radiation safety.			
1.7.8	Theatre lights.			
1.8.9	Examination room monitors and controls.			
1.8.10	Control room workstation.			
1.8.11	Digital imaging and post processing.			
1.8.12	Cardiac post processing.			
1.8.13	Dedicated PACS. Mini PACS must be supplied and compatible to any vendor for posterior integration.			
1.8.14	UPS.			
1.9	Infrastructure specifications.			
2	**CEILING SUSPENDED AND FLOOR MOUNTED C-ARMS**			
2.1	A motorised floor-mounted C arm stand, and motorised ceiling suspended C-arm stand.			
2.2	Park position of C-arms for free access to the table from all sides during set-up.			
2.3	**Frontal stand:**			

2.3.1	Motorised movements for all stand positions is a requirement.			
2.3.2	The depth of the frontal C-arm ≥ 90cm in order to reach the groin without repositioning of the patient			
2.3.3	C-arm rotation: 120° Left Anterior Oblique (LAO), 110° Right Anterior Oblique (RAO).			
2.3.4	C-arm angulation: 45° cranial, 45° caudal.			
2.4	**Lateral stand:**			
2.4.1	Motorised movements for all stand positions is a requirement.			
2.4.2	Independent rotation and angulation to provide full caudal and cranial angulations is a requirement			
2.4.3	Motorised angulation 45° cranial to 45° caudal.			
2.5	Free space at head and two sides of patient for easy access during emergency.			
2.6	Automatic work positions of c-arms.			
2.7	Programmable examination positions allows a number of positions that can be stored and recalled per clinical procedure. Please state the number of programmable positions			
2.8	Patient protection mechanism to protect the patient from unexpected contact between the detector and the body. Describe the method.			
3	**PATIENT TABLE**			
3.1	Length of the table top between 2000mm-3000mm. Must provide ample space to place e.g. catheters and guidewires. Please state the table top length in mm.			
3.2	Width of the table top shall be at least 450mm.			
3.3	Table top shall be free floating, radiolucent and made out of carbon			

	fibre or equivalent. Must support the full range of applications.			
3.4	The table top to be tapered towards the chest area for more flexible C-Arms positioning towards the heart region.			
3.5	Longitudinal travel range of table top ≥1000mm			
3.6	Transversal travel range of table top to each side 150mm and total 300mm.			
3.7	The table top height shall be variable with an approximate range of 800 to 1000mm. Height adjustment must be motorised.			
3.8	To support patient weight of minimum 180kg. If needed extra CPR stabilizing table support must be included.			
3.9	The table top shall be sturdy to allow for the resuscitation of patients during emergencies.			
3.10	Table should be able to tilt and synchronise to c-arm.			
3.11	The table top shall be suitable for angiographic procedures.			
3.12	An attachment for a drip stand, detachable arm supports and pads, an extra mattress, radial board and table lead x-ray protection shall be provided			
3.13	Arm support to support the patient's arm when a catheter is used for brachial and radial artery access and arm angiography. The support must consist of X-ray transparent material			
3.14	All table system controls must be available on the table.			
4	**X-RAY GENERATORS**			
4.1	Power must be greater or equal to 100kW.			
4.2	Maximum current ≥1000 mA at 100 kV. Please state maximum current in mA.			
4.3	Pulsed fluoroscopy of 7.5f/sec, 10f/sec, 15f/sec and 30			

	f/sec, single shot and kV reduction techniques shall be supported.			
4.4	Pulsed X-ray up to 50 frames/s for digital dynamic exposures.			
4.5	Must have anatomical programming.			
4.6	Pulsed fluoroscopy, single shot and kV reduction techniques shall be supported.			
5	**X-RAY TUBES**			
5.1	High speed x-ray tube with rotating anodes for gastroenterology, vascular, cardiac and interventional applications.			
5.2	Must have X-ray tube with rotating anode.			
5.3	Grid-switched pulsed fluoroscopy technology is a requirement.			
5.4	Must have dual or more focal spots.			
5.5	Anode heat storage capacity to prevent dysfunction during procedure.			
5.6	Oil/water cooling to ensure continuous operation. State Cooling type.			
5.7	High speed x-ray tube with rotating anodes for gastroenterology, vascular, cardiac and interventional applications.			
6	**COLLIMATORS**			
6.1	The collimator must facilitate the proper collimation for all proposed applications and adequate filtering for lowest possible skin dose in fluoroscopic and acquisition modes.			
6.2	Must have circular collimation			
6.3	Must have rectangular collimation.			

6.4	Must have semi-transparent blades.			
6.5	The semi-transparent blades must be able to be rotated.			
6.6	Must have collimation without radiation on Last Image Hold (LIH) on monitor.			
6.7	The machine must have pre-programmed collimation settings.			
6.8	Last fluoroscopic run to be stored for review.			
6.9	State if there are additional filters for dose reduction.			
6.10	Automatic or pre-setting of the filters according to the absorption of the patient, or as a function of anatomical programme setting.			
6.11	Automatic or pre-setting of the additional filters in fluoro mode or as a function of anatomical programme setting.			
6.12	Automatic or pre-setting of the additional filters in acquisition mode or as a function of anatomical programme setting.			
6.13	The system must provide feedback on region of interest positioning without using fluoroscopy when the geometry is moved on Last image hold to determine a new centre position			
7	**DIGITAL FLAT PANEL IMAGE ACQUISITION DETECTOR SYSTEM**			
7.1	High performance, low dose and high definition flat panel detector systems are required. Bidders must state details.			
7.2	Bi-plane / 2 x Dynamic Flat Detectors, which can easily handle complex projections. AP and Lateral systems: Flat panel detectors.			
7.3	Detectors size range should be approximately 30 x 30 cm.			
7.4	Detectors size needs to accommodate for cardiac, paediatric cardiac, vascular, ERCP, neuro and			

	interventional radiology.			
7.5	Detectors bit depth ≥ 14 bits. Please state.			
7.6	High resolution.			
7.7	Integrated collision protection to stop gantry automatically. Please describe the technology.			
7.8	Removable grid.			
7.9	Built in temperature stabilizer.			
7.10	At least 4 detector zoom fields in cm diagonal square formats. Please state.			
7.11	At least 3 pulsed fluoroscopy modes must be available.			
7.12	Single shot exposures must be possible.			
7.13	Last image hold (LIH) function and instant transfer of fluoroscopy image, both single image and dynamic, to digital storage on a hard disk with at least 4 GB capacity. State capacity.			
7.14	Storage capacity of at least 100 000 frames in 1024 X 1024 matrix for immediate access must be available. State capacity.			
7.15	Separate storage for at least 3000 serial and 600 spot images in 1024 x 1024 matrix on DVD-R should be possible. State details.			
7.16	Backup recording on CD-R should also be possible.			
7.17	Connection for sending images to a laser imager should utilize a digital or DICOM printing environment.			
7.18	Trace subtracted roadmapping.			
7.19	Automatic and manual calibration.			
7.20	**FUNCTIONALITY MUST ALSO INCLUDE:**			

7.20.1	Measuring of distance, angle and area.			
7.20.2	Gray scale inversion.			
7.20.3	Window and centre control.			
7.20.4	Text annotation.			
7.20.5	Up to X 2 zoom facility required complete with scroll, zoom and cine loop display. State capability.			
7.20.6	Horizontal (R/L) and vertical (up/down) image flip.			
7.20.7	Gamma curve selection.			
7.20.8	Does it have multi-frame display with study/series overview?			
7.20.9	Can you do Auto Cine loop through all scenes?			
8	**RADIATION DOSE SAVING, DOSE DOCUMENTATION MEASURES AND RADIATION SAFETY**			
8.1	Dose reduction techniques shall be included in the bid and not offered as optional items. Details to be supplied.			
8.2	Grid Switch technology			
8.3	The system must allow considerable dose reduction by special filters in fluoro and acquisition modes			
8.4	Fluoroscopy modes with different system dose settings per pulse must be available.			
8.5	Acquisition modes with different system dose settings per pulse, which can be selected by the user on the fly.			
8.6	The system dose settings to be varied for each listed mode			
8.7	Radiation free collimation on the LIH image			
8.8	Fluoro frames must be stored for later review and documentation			
8.9	Fluoro frames to store automatically to potentially avoid the need for acquisition runs at higher dose			

8.10	A dose area meter shall form part of the system with automatic recording of the dose.			
8.11	Can the system provide enlarged display of finest image details at lower dose?			
8.12	List other measures offered by vender for dose reduction to patient and staff			
8.13	Lead shielding attached to the table to protect the operator on both sides of table			
8.14	Ceiling suspended and movable lead glass panel to protect operator.			
8.15	The radiation levels in controlled areas that are occupied routinely by radiation workers only, must be such that no radiation worker is occupationally exposed to more than 20 mSv per year.			
8.16	The radiation levels in uncontrolled areas must be such that no person can receive more than 1 mSv per year.			
8.17	The control booth, and the viewing window in the booth, must have shielding properties such that no operator is occupationally exposed to more than 20 mSv per year. Mobile protective screens must not be considered adequate as a control booth for radiographic rooms and must not be used.			
8.18	Warning signs must be posted on all entrance doors of each radiographic room. The warning signs must incorporate the applicable x-radiation warning symbol and should incorporate the words "Unauthorized Entry Prohibited";			
9	**THEATRE LIGHTS**			
9.1	Ceiling mounted dual head.			
9.2	Surgical light combination.			
9.3	Light colour temperature of aprox. 3800K to 4300K.			
9.4	Colour should be adjustable.			
9.5	Colour rendering index (R9 value) of >90, specify.			
9.6	Illumination level (Minimum lux at 1m) ≥110 000 Lux at 1m, please specify.			

9.7	Field size diameter of ≥16cm. Please specify minimum and maximum.			
9.8	Must have Shadow control. Please specify.			
9.9	Adjustable focus.			
9.10	Dimmer control must be continuous.			
9.11	Adjustment controls (intensity, pattern, on/off) within the sterile field.			
9.12	Rotation of 360°.			
9.13	Vertical adjustment range of ≥80cm			
9.14	Light source must be LED.			
9.15	Sterilisable handles. Include extra 2 handles.			
9.16	Must be CE marked.			
9.17	Compliant to EN60601-1.			
9.18	Include 2 year comprehensive warranty, including all service parts.			
9.19	It is the responsibility of the supplier to install this theatre light and make sure its placement on the ceiling is correct and that it won't affect the operation of the C-arm.			
10	**EXAMINATION ROOM MONITORS AND CONTROLS**			
10.1	Integrated viewing solution designated to give user full control in the interventional suite.			
10.2	Inside the examination room, there must be a ceiling suspension for all monitors that allow free positioning of the monitors around the table side.			
10.3	Minimum 58 inch (large screen), 8 Mega Pixel colour LCD with LED backlight in the examination room.			
10.4	Display information of minimum up to 6 sources simultaneously,			

	including 3rd party systems.			
10.5	Monitor must be on a ceiling suspension that allows free positioning of the monitor around the table.			
10.6	Must be able to display live images and reference images.			
10.7	Full protective screen to protect against any collisions.			
10.8	Automatic brightness adjustment dependent on ambient light.			
10.9	The monitor must also display the following:			
10.9.1	Rotation and angulation values.			
10.9.2	X-Ray tube load status.			
10.9.3	Selected fluoroscopy mode.			
10.9.4	Selected detector field of view.			
10.9.5	Rate and accumulated dose.			
10.10	The monitor must be on a ceiling suspension that allows free positioning of the monitor around the table.			
10.11	Controls:			
10.11.1	Full control of image display and reviewing must be available at the table.			
10.11.2	All movements of the C-Arms.			
10.11.3	All table movements.			
10.11.4	Image post-processing and quantification.			
10.11.5	The controls for all fluoro and acquisition modes must be available at the table.			
10.11.6	The controls for image/scene review and monitor display mode must be available at the table.			

10.11.7	Archived images to be displayed on monitors in the examination room.			
10.12	Examination room:			
10.12.1	In the examination room there must be an operating module/console on the patient table to allow control of:			
10.12.1.1	Image layout on the HD monitor in the examination room.			
10.12.1.2	Gantry movements and collimation.			
10.12.1.3	All fluoroscopy and acquisition mode controls.			
10.12.1.4	All fluoro storage and fluoro grab controls.			
10.12.1.5	Fluoro loop storage			
10.12.1.6	Quantitative Analysis.			
10.12.1.7	X-Ray settings (collimation, projections, table, series and processing)			
10.12.1.8	Laser pointer, intended to point at regions of interest on the image monitors.			
10.12.1.9	Activation of special procedures like rotational angiography (RA) and other advanced interventional tools, at table side.			
11	**CONTROL ROOM WORKSTATION**			
11.1	Integrated workstations, Fluoroscopy monitoring, Electrophysiology and Hemodynamic Monitoring system with adequate screens needed.			
11.2	At least Two 24" LCD colour monitors, Allowing parallel working environment where team members can do two tasks at the same time in the exam room and control room, without interrupting each other. E.g fluoroscopy/exposure is taking place, a technologist in the control room can instantly review previous images from the same patient, prepare the next exam or finish reporting on another			

	patient.			
11.3	Data and review functions must be controlled by a single keyboard and mouse.			
11.4	Able to review processed images.			
11.5	Review module with functions, to enable review.			
11.6	Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time			
11.7	All of the exam procedure controls at the table must be available at the control panel in the control room.			
11.8	Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)			
11.9	Geometry information e.g rotation, angulations, and SID			
11.10	Clinical cases must be archived to a CD/DVD, USB and a PACS. The archive process must be completely automated and customized with settings.			
11.11	Customizable system set up for room and patient preparation for each individual physician.			
11.12	The system must have a full-featured 64 channel upgradeable to 128 channels hemodynamic system, complete with acquisition module, workstation of the latest technology. Including a 1TB hard drive and a laser paper printer.			
11.12.1	The hemodynamic system must have integrated signal acquisition monitoring for heart rate, SpO2, Plethysmography Waveforms, NIBP, invasive pressure monitoring and thermodilution cardiac output.			
11.12.12	Cardiac output computer: thermodilution method with display of blood temperature, injectate temperature and cardiac output			

12	**DIGITAL IMAGING AND POST PROCESSING**			
12.1	The digital imaging system must be of the latest technology and must support all necessary post processing and display features for all dedicated examinations.			
12.2	Must include imaging and post processing software for: cardiac, paediatric cardiac, vascular, neuro, ERCP and interventional radiology.			
12.3	State if the system offered have standard video output for monitor display.			
12.4	**Fluoroscopy:**			
12.4.1	Review and display at pulsed fluoro rates.			
12.5	**Acquisition:**			
12.5.1	Review and display at fps (matrix).			
12.5.2	Digital subtraction angiography (DSA) acquisition, review and display at fps (matrix).			
12.6	Must be able to do single image acquisition			
12.7	Real-time on-line image harmonization/dynamic density optimization in fluoro and acquisition mode			
12.8	Automatic gap filling for flicker free image display for all frame rates.			
12.9	Parallel acquisition, processing, displaying and storing of runs in the background			
12.10	Automatic real time processing including edge enhancement, contrast enhancement, windowing and image filtering			
12.11	Zooming, roaming, electronic shutters			
12.12	The electronic shutter on last image hold must automatically set the collimator blades for the next fluoro or acquisition run			

12.13	Free annotation of images			
12.14	Evaluations: distance, angle measurement			
12.15	Automatic and manual calibration			
12.16	Real time auto pixel shift			
12.17	Remasking			
12.19	Peak opacification min/max			
12.20	Image stacking			
12.21	Image inversion			
12.22	Review of acquired images in slow motion, frame by frame in forward and reverse			
12.23	Landmarking: adding the anatomical background to the subtracted image from 0% to 100%			
12.24	It must be possible to store fluoro runs:			
12.24.1	Time period for storing fluoro runs			
12.25	Trace subtracted roadmapping			
12.26	Standard Angiography			
12.26.1	Fluoroscopy, digital angiography as well as digital subtraction angiography acquisition modes are required			
12.26.2	Fluoroscopy image processing to include:			
12.26.2.1	Noise reduction spatial filter			
12.26.2.2	Signal enhancement spatial filter.			
12.26.2.3	Recursive filter.			

12.26.2.4	Gray-scale processing.			
12.26.2.5	Dynamic range compression.			
12.27	**Fluoroscopic image manipulation to include:**			
12.27.1	(i)Image magnification (ii)Image rotation (iii)Image subtraction (iv) Peak hold (v) Image hold			
12.28	The digital imaging system must be of the latest technology and shall support all necessary post processing and display features for all dedicated examinations.			
12.29	The following quantification functionality must be included:			
12.29.1	Distance measurement			
12.29.2	Stenosis ratio measurement.			
12.30	Calibration with both manual and automatic calibration measurement.			
12.31	Quantitative cardiac coronary analysis (QCA)			
12.32	Quantitative left ventricular analysis (QLV)			
12.33	Quantitative vessel / vascular analysis (QVA)			
12.34	Software for enhanced stent visibility.			
12.35	State any other optional packages.			
12.36	**Rotational Angiography:**			
12.36.1	Rotational angiography to provide real-time 3D impressions of complex vasculature and the coronary artery tree.			
12.36.2	Frame rates of at least 1-25 frames /second are required. Specify			

	capacity.			
12.37	High-resolution 3D reconstructions.			
13	**STANDARD ACCESSORIES (ALL ACCESSORIES MUST BE INCLUDED AS STANDARD AND INCLUDED IN TENDER PRIZE)**			
13.1	Hand end holder for radial approach for patient table.			
13.2	Arm rests for standard femoral and radial procedures for patient table.			
13.3	An attachment for a drip stand shall be provided.			
13.4	Ten lead free aprons (wrap-around coats) must be provided (equivalent to 0.35 Pb). Sizes to be discuss at the site meeting.			
13.5	Handles with support			
13.6	Ceiling mounted radiation shield and table mounted radiation shield			
13.7	Advanced clinical tools			
13.8	Hand end holder for radial approach for patient table.			
14	**PACS**			
14.1	Integrated to Teleradiology system that the Hospital currently have – Continuum.			
14.2	Vendor neutral so that it can connect to any PACS system that the Hospital procures in the future.			
14.3	NETWORKING: Needs to be fully installed and supplied PACS System.			
14.4	DICOM or alternative networking system compatibility (PACS/RIS compatible).			
14.5	DICOM 3 conformance statement to be included.			
14.6	DICOM Print must be possible.			

14.7	Ability to generate a report post examination.			
14.8	DICOM send (including exporting or transferring images to PACS/RIS).			
14.9	DICOM query / retrieve.			
14.10	Secondary Capture Dose Report function that allow the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format.			
15	**LASER PRINTER**			
15.1	The system must include an optimal printer appropriate to the system.			
15.2	DICOM Compatible networked laser printer must be provided. (455 DPI or better, for printing on 18 x 24cm film size is required).			
16	**UPS FOR CATHLAB**			
16.1	An "on-line" 160 kVA UPS shall be supplied to power the computer components of the unit so that the equipment can shut down safely when interrupted by a power failure, preferable UPS that can last up to 30 minutes when there is no main power supply .			
16.2	Batteries of UPS to have a minimum of 5 years warranty.			
17	**INFRASTRUCTURE SPECIFICATIONS**			
17.1	The bidder is responsible for refurbishment and upgrading the infrastructure where the machine will be placed.			
17.2	Infrastructure needs to comply with all regulations required for a Cath Lab according to the South African legislations.			
17.3	All bidders are required to visit the site to discuss the necessary alterations, where specific requirements will be discussed. The bid will not be considered if the bidder was not present at the			

	compulsory site briefing visit.			
17.4	Example of building plans expected is herewith attached on annexure A.			
17.5	The bidder awarded this bid for the Cath Lab shall be responsible for the following:			
17.6	**CIVIL AND STRUCTURAL**			
17.6.1	Erect new wall splitting theatre 9 and creating wall for control room.			
17.6.2	Demolish the wall between theatre 8 and 9. Re-route the medical air gas piping that exists in the wall to be demolished to the wall at the end of the theatre. This area created will be the expansion of theatre 8 and it will go until the wall explained in point 17.6.1. The bidder is responsible for the installation of the vinyl floors, plastering and painting the walls the same as the existing theatre 8.			
17.6.3	Create opening for window (viewing glass) in control room. Install window in accordance to radiation control. And install door between theatre and control room also in accordance to radiation control requirements.			
17.6.4	Remove hand wash basins currently present in technical room and repair room according to building plans and what is required for technical room. Include additional shelves.			
17.6.5	New scrub room basins to be installed and extra shelving for storage.			
17.6.6	All floors and walls vinyl to be redone.			
17.6.7	Theatre entrance door, scrub door going to theatre, and door from control room to theatre should be replaced and lead-shielding doors. All doors must be supplied.			
17.6.8	Control room wall and viewing glass should provide lead-shielding. If dry-walling is used to construct the control cubicle walls, at least 2			

	mm lead shielding should be provided.			
17.7	**PRE INSTALLATION**			
17.7.1	Supply and install vinyl for the walls. Colours to be chosen by the clinical Engineer and maintenance manager.			
17.7.2	Supply and install vinyl floor throughout the building as per approved plans.			
17.7.3	Supply and install heavy duty 800mm worktops in the control room.			
17.7.4	Supply and install appropriate hand wash stainless steel basin for doctors and nurses in the scrub room. Including elbow taps and shelves for soaps and brushes. Bidder is responsible for installing water connections and drainage.			
17.7.5	Supply and install shelving in the scrub room.			
17.7.6	Supply furniture for control room including worktop for operator, computer, viewing station and an office chair.			
17.8	**MECHANICAL**			
17.8.1	Supply and installation of 36000 BTU air conditioner for the theatre as per system supplier's specification.			
17.8.2	Supply and install 24000 BTU air conditioner for control room.			
17.8.3	Supply and install 24000 BTU air conditioner for technical room.			
17.8.4	Medical air, oxygen and vacuum outlet points to be installed in wall opposite to the side of the pendant.			
17.8.5	Supply and install heavy duty ceiling one single arm, vertical column pendant:			
17.8.6	Pendant must have 2 oxygen outlets, 2 medical air outlets, 2 N_2O outlets and 2 vacuum outlets.			

17.8.7	Pendant must have 8 plugs available.			
17.8.8	4 x Ø38mm equipment poles are integrated on each corner of the service columns to support medical equipment			
17.8.9	Columns can be rotated within 320 degrees to position the Supply Services ergonomically;			
17.8.10	The design provides unobstructed access around the patient area.			
17.8.11	Supply and install of theatre control panel with x-ray view panel, radio with USB, clock, digital timer, 8 plugs, 2 oxygen outlets, 2 medical air outlets, 2 N_2O outlets and 2 vacuum outlets.			
17.8.12	Stainless steel fascia's' in a brushed finish with minimal gaps to complete the panel.			
17.8.13	Comply with IEC 60601-1, IEC 60601-2 and ISO 11197.			
17.9	**ELECTRICAL**			
17.9.1	Supply electrical power for the examination system as per system supplier's power requirement.			
17.9.2	Supply and install system Distribution Board (DB) as the system supplier's specification, this DB will include all plugs and electrical requirements in control room, technical room and theatre.			
17.9.3	Supply and install cable channels as the system suppliers approved drawings and specification.			
17.9.4	Supply and install illumination lighting throughout the building as per the approved plans.			
17.9.5	Supply and install three phase cable of approximately 130 meters (company responsible to check the exact distance) (4 core and			

	earth leakage) from the existing substation close to radiology to the theatre. This includes excavations, concrete and piping where necessary. This three phase cable should be underground. Length to be verified during site briefing visit.			
17.9.6	Supply and install switches for all lights for all the rooms as per the approved plans.			
17.9.7	Supply powder coated power skirting with power sockets and RJ 45 (2div) in control room and technical room.			
17.9.8	Supply and install isolator and power sockets in ceiling for air conditioners.			
17.9.9	Supply power sockets enough for all computers and systems and extra 4 power sockets in control room.			
17.9.10	Supply power sockets enough for all systems and extra 4 power sockets in technical room.			
17.9.11	All electricity, medical equipment, computers, UPS, and electrical components to be connected to the new DB board to be installed.			
17.10	**IT AND NETWORKING**			
17.10.1	Supply and run new network cables as per approved plans.			
17.10.2	Supply a network switch cabinet as the approved plans.			
17.10.3	Link IT network between new Cathlab to the existing hospital network.			
17.10.4	Supply all required switches for the Cathlab building as per approved plans.			
17.10.5	Supply all power requirement for the network switches cabinet.			
17.10.6	Supply and install all network points as per system requirements and requirements for control room and PACS.			

18	**WARRANTY**			
18.1	All equipment, materials and workmanship provided under this bid must have a warranty of a minimum period of twenty-four (24) Months. The successful bidder must arrange with the respective Hospital and the Health Technology Services before Commissioning the equipment at the respective Hospital. The bidder to note that the warranty period must only take effect upon successful Commissioning at the respective Hospital and successful test and acceptance by the Health Technology department.			
18.2	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the warranty period and all costs related to the provision of such services will be for the bidders account.			
18.3	The bidder must state the number of services that will be provided during and up to the end of the warranty period.			
18.4	Any breakdown during the warranty period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by the Department of Health's Radiation Control Board during the warranty period.			
18.5	Travelling and travelling time costs must be included in the guarantee period.			
18.6	Spares that may be required during the guarantee period will be supplied at the expense of the bidder.			
18.7	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repairs under warranty if it occurs within the first year after the expiry of the warranty period.			

19	**SERVICING**			
19.1	The bidder must have a well-established service and repair facility to repair, service and calibrate the equipment offered.			
19.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance of the subcontractor must be submitted with this bid/quotation.			
19.3	The bidder must supply information on the number of technicians permanently working and their names and contact numbers must be listed (directly employed or subcontracted) in an annexure to the bid document.			
19.4	The technicians must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. N.N. Proof of original equipment manufacturer training must be submitted with this bid/quotation offer.			
19.5	The institutions requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment.			
19.6	The bidder must guarantee that no additional equipment will be required for the successful operation of the equipment bid for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.			
19.7	Optional accessories must be offered for separately on the schedule of optional accessories found at the end of this technical specification indicating catalogue numbers, correct descriptions and prices inclusive of VAT.			
19.8	Spares must be available for ten (10) years from the original equipment manufacturer of the products offered.			

19.9	If the equipment parts are taken away for repairs, a loan set must be available on request to the end user by the institution until the institutions unit is returned. All costs incurred for providing the loan unit must be for the bidders account.			
20	**STANDARDS AND SAFETY**			
20.1	Bidder must bid on the latest model and technology that fully complies with this technical specification.			
20.2	The bidder must indicate the expected life of their offered unit and software in years (minimum 10 years).			
20.3	The bidder must state how long this technology has been commercially available (state when the model offered was launched).			
20.4	The successful bidder must maintain a system for notifying and providing users with updates, modifications, new software releases and recalls.			
20.5	The unit must comply with an acceptable international electrical safety standard such as IEC 60601-1 and 60601-1-2 for medical equipment. Where the quoted equipment operated off an electrical supply.			
20.6	All equipment, the installation and any alteration/additions must comply with:			
20.6.1	The occupational Health and Safety Act (1993).			

20.6.2	The wiring code S.A.N.S. 0142.			
20.7	Units being quoted for must be CE Certified. The copy of the certification to be attached, and the make and model offered must be reflected on the certificate.			
20.8	The ISO 9000 or ISO 13485 certificate of manufacturer must be attached.			
20.9	Only new equipment must be quoted for. Refurbished and reconditioned being quoted will not be accepted.			
20.10	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the HTS at no extra cost to the final bid price.			
21	**MANUALS AND BROCHURES**			
21.1	The successful bidder must include in their offer at no extra cost to the final bid price:			
21.1.1	Complete user operation/maintenance manual x2 Book/File, CD/DVD copies in English which must include the following information:			
21.1.2	Fault finding guide, circuit diagrams/schematics, circuit descriptions and PCB layouts, calibration guide, part numbers and exploded diagram of mechanical parts/panels.			

21.1.3	All the above manuals must be properly bonded in either a Book, file or CD form			
21.1.4	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.			
22	**INSTALLATION**			
22.1	State timeframe from awarded bid to completion of project.			
23	**MAINTENANCE AGREEMENT**			
23.1	Bidders must provide a fully comprehensive maintenance agreement and service agreement for a period of 5 years to commence upon termination of the 2 year guarantee period.			
23.2	The five year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations.			
24	**COSTING**			
24.1	Procurement price including 2 year warranty plan.			

24.2	Building cost.			
24.3	Total cost for full catheterization laboratory.			
24.4	Cost for a 5 year maintenance plan after the two year warranty period.			
24.5	Cost for a 5 year maintenance plan after the two year warranty period. With year 1, 2, 3, 4, 5, added annually.			

8.3. FORTH STAGE – 80/20 PREFERENTIAL POINTS SYSTEM

- **80 = Price (NOTE: All bid price/should be VAT inclusive.**
- **20 = Preferential Points (Points will be allocated according to B-BBEE Rating)**

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Technical enquiries:

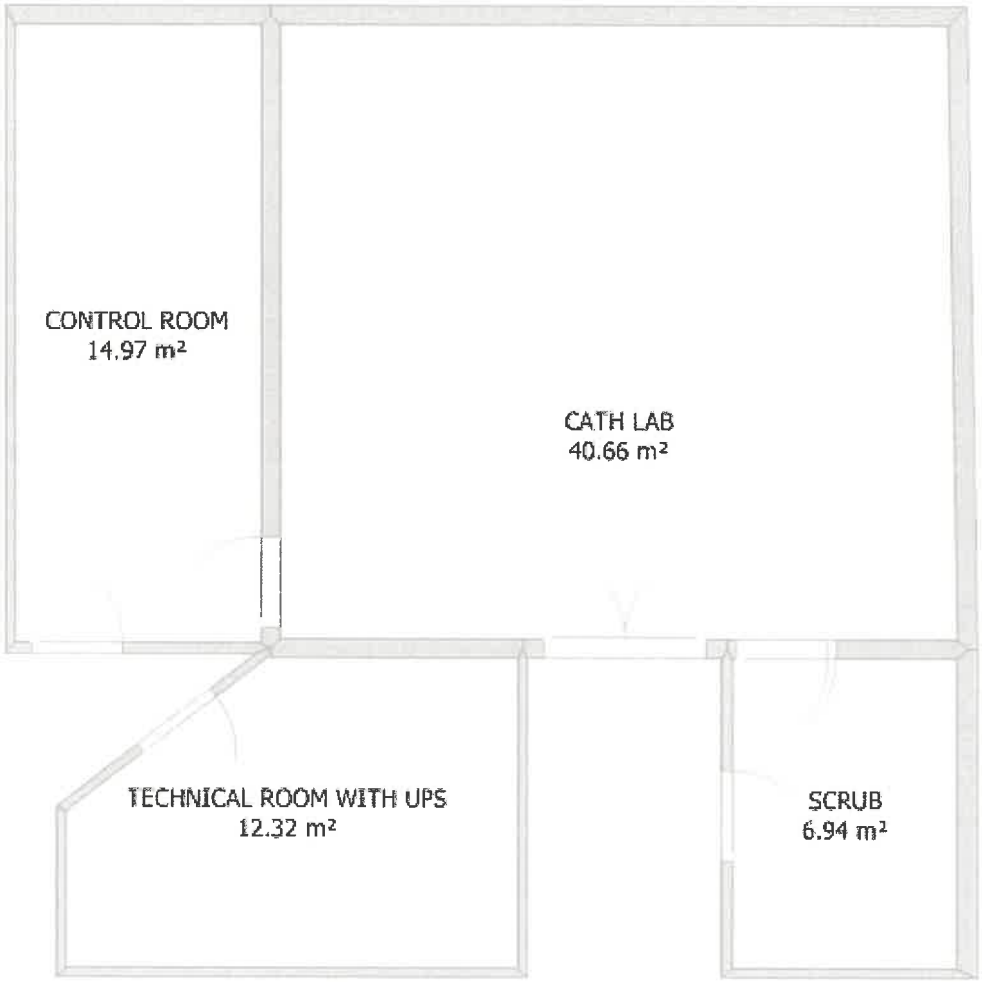
Contact person: Maria Gomes. E-mail: mgomes@nwpg.gov.za. Office number: 018 406 4544

Contact person: Norma Madhoo E-mail: nmadhoo@nwpg.gov.za. Office number: 018 391 4052

Please arrange your proposals as follows:

1. *Company profile and information*
2. *Compulsory tender documents*
3. *Provide all relevant and valid licensing, CE marking, FDA certification documents as required.*
4. *Completed and detailed technical specifications template*
5. *Detailed training plan*
6. *Detailed Warranty and Maintenance plans with cost*
7. *Pricing schedule and conditions.*
8. *Brochures of equipment offered.*
9. *Any other Annexure*

ANNEXURE A


CONTROL ROOM
14.97 m²
CATH LAB
40.66 m²
TECHNICAL ROOM WITH UPS
12.32 m²
SCRUB
6.94 m²

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	NWDOH 20/2022	CLOSING DATE:	28 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	Provisioning of building infrastructure, supply,installation and commissioning of a catheterization laboratory in Tshepong Hospital				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR

NEW OFFICE PARK BUILDING,

3801 CORNER FIRST STREET AND SEKAME

MMABATHO, 2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. T Tsineng**	CONTACT PERSON	**Ms. N Madhoo**
TELEPHONE NUMBER	**018 391 4043**	TELEPHONE NUMBER	**082 805 0067**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	TTsineng@nwpg.gov.za/	E-MAIL ADDRESS	NMadhoo@nwpg.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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.....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

1. 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

2. 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.)	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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by anorgan of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"**means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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