



**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT:
HEALTH & WELLNESS**

BID NUMBER: RCCH08/2026

CLOSING DATE: 06 NOVEMBER 2026

CLOSING TIME: 11H00

FOR THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.

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

BID DOCUMENTS MUST BE POSTED TO:

RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

**SUPPLY CHAIN MANAGEMENT, ROOM 1 C, ADMINISTRATION
BUILDING, KLIPFONTEIN ROAD, RONDEBOSCH, 7700**

OR

DEPOSITED IN THE BID BOX SITUATED IN:

THE FOYER, ADMINISTRATIVE BUILDING, MAIN

**ENTRANCE, RED CROSS WAR MEMORIAL CHILDREN'S
HOSPITAL, KLIPFONTEIN ROAD, RONDEBOSCH, 7700.**

**The bid box will be accessible Monday to Friday from 07h30 till
15h30, 5 days a week excluding public holidays.**

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please email the enquiries official on **email: rxh.bidsdepartment@westerncape.gov.za** for assistance during office hours. The bid box is open during business hours only. Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
4. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

Central Supplier Database	
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

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5. **Bidders already registered on the CSD** must have confirmation of their registration, by means of a **MAAA** number and CSD report.
6. **In an instance where a bidder's tax compliance status cannot be verified on the CSD or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
7. Only the B-BBEE status reflected on form WCBD 6.1 included in the bid document will apply to the evaluation of the relevant formal bids and not the B-BBEE status on CSD. Bidders are further required to complete the attached form WCBD4 and include it in the Bid document.
8. All other mandatory requirements held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.
9. Mandatory OHS Act Section 37(2) Agreement: Bidders are required to complete and submit the Department's OHS Act Section 37(2) Agreement with their bids. The agreement template is provided in the bid documents. Failure to submit a duly completed and signed agreement will render the bid non-responsive.
10. Bidders must be duly **registered** on CSD at the **closing of the award**.
**** "duly registered" means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, such supplier will be suspended on the WCSEB.**
11. This bid is subject to the **General Conditions of Contract (GCC)** issued by the National Treasury. Where applicable, additional **Special Conditions of Contract** will also apply. The **80/20** Preferential Procurement Point System will be used for the evaluation of this bid, where **80 points** will be allocated for price and **20 points** for specific goals as outlined in the bid documentation.
12. Bidders are required to submit the following documents in full as part of their bid submission. Failure to submit, fully complete and sign where applicable, may result in the bid being deemed non-responsive.

The required documents are as follows:

WCBD 1 – The Bid (Failure to complete and sign Part A and Part B will result in disqualification)
General Conditions for Completing and Submitting Bid Documents
Section A – Evaluation Criteria
Note to Bidders
General Conditions of Contract
Occupational Health and Safety Agreement (Failure to submit a duly completed and signed agreement will render the bid non-responsive)
WCBD 3.1 - Specification/your schedule of offers
WCBD 4 – Declaration of interest
WCBD 6.1 – form to claim points as BBEE contributor
Sworn Affidavit – BBEE Qualifying Small Enterprise
BBEE Certificate (valid original or certified copy)

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- All pages of the Bid Terms of Reference (ToR)

Please refer to all technical/specification enquiries by email: rxh.bidsdepartment@westerncape.gov.za

TO ENSURE FAIRNESS AND TRANSPARENCY, PLEASE TAKE NOTE OF THE FOLLOWING:

- All technical enquiries must be submitted no later than **07 working days** before the bid closing date.
- All enquiries will be acknowledged in writing. If needed, responses will be issued via addendum to all bidders.
- Clearly reference the relevant clause number in the specification when making an enquiry.
- All enquiries and responses must be in English.
- Only written enquiries sent via email will be considered.

Siyabonga
Ntsonkotha
(54493081)

Digitally signed by
Siyabonga Ntsonkotha
(54493081)
Date: 2026.10.07 15:16:15
+02'00'

ACTING DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT

MR. S. NTSONKOTHA

DATE: 07/10/2026

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PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL)

BID NUMBER:	RCCH08/2026	CLOSING DATE:	06 NOVEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	FOR THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (KLIPFONTEIN ROAD)					
THE FOYER, ADMINISTRATION BUILDING, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL					
CORNER MILNER ROAD AND KLIPFONTEIN ROAD					
RONDEBOSCH					
7700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. M. KILI		CONTACT PERSON	Dr. G. COMITIS	
TELEPHONE NUMBER	ENQUIRIES IN WRITING		TELEPHONE NUMBER	ENQUIRIES IN WRITING	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rxh.bidsdepartment@westerncape.gov.za		E-MAIL ADDRESS	rxh.bidsdepartment@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER	WCSEB		TCS		CSD
					MAAA

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COMPLIANCE STATUS	No.		Pin		No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
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.						

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS 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:

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General Conditions for Completing and Submitting Bid Documents

Bidders are advised to read all pages of this bid document thoroughly and ensure complete compliance with all instructions, specifications, and requirements. This bid requires a formal, structured response to each section, particularly the Terms of Reference (TOR), using the compliance format provided.

No	REPLY: Comply / Does Not Comply	COMMENTS / ATTACHMENTS (If applicable)
1.	All documents and forms included in this bid invitation must be completed in full.	
2.	All information requested must be provided as per the requirements.	
3.	Each page of the entire bid, including attachments and supporting documents, must be consecutively numbered in the top right-hand corner.	
4.	The original numbering system of this bid document must be preserved. If alternatives or additional options are submitted, each must be presented separately with a complete description, clear reference to deviations, and supporting documentation.	
5.	The bid must be submitted under a cover page and a full table of contents, referencing all documents and their corresponding page numbers.	
6.	The bid submission must be physically delivered in a printed hard copy format to the designated address by the stipulated closing date and time. No faxed, emailed, or electronic submissions will be accepted unless formally specified by the Department in writing. The submission must be enclosed with a sealed envelope or package, clearly marked as follows: • BID NUMBER: RCCH08/2026 • DESCRIPTION: FOR THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL. • CLOSING DATE: 06 NOVEMBER 2026 • CLOSING TIME: 11:00 AM • NAME OF BIDDING COMPANY If the bid consists of multiple documents or volumes, each must be clearly labelled (e.g., "Volume 1 of 3"). • The bid must be deposited in the official tender box at the following location: • Red Cross War Memorial Children's Hospital • Procurement Office / Official Bid Box BIDDERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THEIR BID IS SUBMITTED BEFORE THE CLOSING DATE AND TIME. LATE SUBMISSIONS, REGARDLESS OF CAUSE (E.G., COURIER DELAYS, TRAFFIC, OR MISDELIVERY),	

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	WILL NOT BE ACCEPTED OR CONSIDERED. • After bid closure a written acknowledgment of submission can be requested at the point of delivery. However, the Department will not take responsibility for bids delivered to the wrong address or outside of the designated tender box. • Bids must remain valid for a minimum period of 120 calendar days from the closing date unless otherwise stated in the bid document. • Failure to comply with the submission format, labeling, packaging, or delivery requirements may render the bid non-responsive and subject to disqualification.	
7.	A written declaration must accompany the submission, confirming that the bid is a true and complete copy of the original and includes all annexures and attachments submitted to the Department.	
8.	The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.	
9.	A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
10.	Items not completed in the prescribed manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion from the tender evaluation process. Incomplete, ambiguous, or incorrectly completed responses – including failure to respond to each subsection using the required format ("REPLY: COMPLY / DOES NOT COMPLY – Add comments or attachments as required") – will negatively impact the responsiveness of the bid. The evaluation committee reserves the right to: • Disqualify the bid if the required documentation, declarations, or compliance responses are not submitted as instructed. • Disregard any responses that are vague, contradictory, incomplete, or not substantiated with supporting documentation (where required). • Reject any bid in its entirety where the extent of non-compliance suggests the bidder has not sufficiently understood or engaged with the bid requirements. Bidders are therefore strongly advised to: • Review each section thoroughly and ensure full, accurate responses. • Cross-reference any supporting attachments clearly and consistently. • Seek clarification from the Department before the closing date, if any aspect of the bid requirements is unclear.	

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	Failure to comply with the structure, format, and response instructions may result in the bid being deemed non-responsive and excluded from further consideration.	
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SECTION A: EVALUATION CRITERIA

ADJUDICATING PROCESS	COMPLY YES / NO	NOTES
1. This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.		
2. Preference point will be allocated in terms of the balanced scorecard. Bidders must provide a valid BEE certificate at the close of bid.		
3. However, only bids which are found to be acceptable will be allocated Preference Points.		
EVALUATION CRITERIA	COMPLY YES / NO	NOTES
<i>Bids will be deemed to be acceptable if (Inter Alia):</i>		
1. Compliance with Condition and Legitimacy Test.		
2. Central Suppliers Database. Bidders are to be registered on the Central Supplier Database.		
3. Compliant with the Specification.		
4. Compliant with latent and other factors which may affect the award of the bid.		

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of this bid that the tax affairs of all bidders must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet their tax obligations

In accordance with the current public procurement regulations:

1. Bidders must be registered on the Central Supplier Database (CSD) maintained by National Treasury.
2. The tax compliance status of bidders will be verified electronically via integration between the CSD and SARS. Therefore, bidders are not required to submit a physical Tax Clearance Certificate (TCC 003) with their bid.
3. Bidders who are found to be non-compliant on CSD at the time of bid closure, or evaluation will be granted **seven (7) working days** to resolve their tax compliance status with SARS. Failure to do so within the prescribed timeframe will result in disqualification.
4. In the case of joint ventures, consortia, or sub-contractors, each participating entity must be registered on the CSD and must be individually tax compliant. Tax status will be verified for each party through the CSD system.
5. Foreign bidders who are not registered on the CSD may be required to submit a valid Tax Clearance Certificate issued by SARS, if applicable, or provide proof of equivalent compliance from their home revenue authority.
6. Bidders are encouraged to ensure that their **CSD registration is active** and that all tax-related information is **accurate and up to date** before bid submission.

Please confirm that you are duly registered on the **Central Supplier Database**.

YES/NO

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**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER
CALLED THE "WCDOHW")
AND**

..... ,
(Supplier/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing
.....as an employer

The Contractor acknowledges that it is an employer in its own right and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:Policy No.:

The Contractor undertakes to:

Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.
Provide a written Health and Safety Policy applicable to the work performed.

Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.

Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.

ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatar

Signed at..... on the.....day of.....20

Witness

for and on behalf of WCDOHW

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WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

**RCCH08/2026 - FOR THE SUPPLY, DELIVERY, COMMISSIONING AND
DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER
ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE
ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL
CHILDREN'S HOSPITAL.**

BID NUMBER: RCCH08/2026

Name of Bidding Company:

Name of Product Offered:

Name of Bidder / Contact Person:

Contact Number (Work): (Cell):

Email Address:

Physical Address:

IMPORTANT INSTRUCTIONS TO BIDDERS

1. Deviations from Specifications:

- Should the item offered deviate from any specified requirements, the bidder must provide full and detailed explanations of such deviations.
- If the space provided is insufficient, all details must be submitted on a separate sheet, clearly referencing the relevant paragraph number in the specification.

2. Completion of Details of Offer:

- The section titled "Details of Offer" must be completed in full.
- Failure to respond to all sections or provide required details may result in your bid being considered non-compliant and disqualified.

3. Supporting Documentation:

- Bidders must ensure that all supporting documentation, certificates, and compliance documents are attached as required by the specifications.
- Incomplete documentation may delay evaluation or result in disqualification.

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4. **Clarity and Legibility:**

- All responses must be clear, legible, and unambiguous.
- Where appropriate, supporting documents should be clearly marked and referenced to the relevant section of the bid document.

5. **Responsibility for Accuracy:**

- The bidder is solely responsible for ensuring that all information provided in the bid is accurate, complete, and up-to-date.
- Any discrepancies discovered during evaluation may affect bid eligibility or award.

NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.		DETAILS OF OFFER
		IF YOUR OFFER COMPLIES WITH THE APPLICABLE BLOCK OF PARAGRAPHS THEN NOTE "COMPLY/DOES NOT" IN THE "DETAILS OF OFFER" BOX ADJACENT TO THE BLOCK.
1	SCOPE	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
1.1	This specification establishes the requirements for THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A TOP OF THE RANGE AND STATE OF THE ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR THE USE IN THE ECHOCARDIOGRAPHY LABORATORY at Red Cross War Memorial Children's Hospital.	
1.2	The system offered must comply with or exceed all the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.	
1.3	The equipment and any accessories ordered from the successful Bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful Bidder, prior to full payment being made.	
2	APPLICABLE DOCUMENTS	DETAILS OF OFFER
<i>Legislative and regulatory requirements contained in the various pieces of legislation will apply in this bid and the successful bidder must comply with the applicable legislation and regulatory standards/policies as set in the present and future of relevant legislation including but not limited to the following:</i>		
2.1	General Conditions of Contract. No alterations are allowed.	
2.2	DICOM Conformance Statement.	

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2.3	Completed PACS/RIS Integration Document.	
2.4	International Standard Certificate: Should meet or exceed relevant international medical device standards (e.g., ISO, CE, IEC) for quality and safety. Service provider to provide proof thereof.	
2.5	SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION: A valid certified copy of the SAHPRA certificate as a manufacturer, distributor, or wholesaler of medical devices must be included in your bid documents. A Valid Medicines Control Council certificate may also be considered. Failure to complete and submit the above documents will invalidate your bid. The contact number of SAHPRA is 012 395 9473 (Andrea Julsing) and the e-mail address is andrea.julsing@sahpra.org.za . Should you need to download application forms, please visit https://www.sahpra.org.za . Proof of application for registration will NOT be accepted, only a VALID SAHPRA or MCC certificate may be accepted.	
2.6	Any other documents that may be required to fulfil national regulations to comply with all Health and Safety standards as promulgated. Such regulations will include specific standards referring to the safety of children.	
3	REQUIREMENTS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
3.1	The offered system shall be installed and fully functional, which shall include all the aspects as identified in the clauses below.	
3.2	The Bidder shall clearly indicate if their offered product complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding clause.	
3.3	The Bidder shall clearly state any parameter values or additional information as requested next to the relevant clause.	
3.4	The Bidder shall clearly indicate if their offered product exceeds the stated requirement by noting with proof "Above specification" next to the corresponding clause.	
3.5	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing.	
3.6	The requested options and optional extras shall be clearly defined and a separate pricing schedule shall be provided by the Bidder.	
3.7	All responses shall be clear and legible.	
3.8	The offered system shall be of the latest technology and not older than three (3) years since original launch date. The Bidder shall state how long this system has been commercially available (state when the system offered was originally launched), as well as if any near future updates are expected.	
3.9	State the life expectancy of the units offered.	

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3.10	State the manufacturing company's policy regarding availability of spare parts after production of the new units stop.	
3.11	Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer, and that the OEM undertakes to supply expertise, training and support to maintain the equipment as and whenever needed.	
3.12	All prices shall include VAT and are to be firm prices in Rand.	
3.13	For any product offered, both known and unknown to the Cardiology Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical experts with regards to its functionality, performance and quality. For this reason, a demonstration unit shall be made available to be viewed and tested on-site at Red Cross Children's Hospital. The decision of this committee shall be used as a motivation for the acceptance or non-acceptance of the unit.	
3.14	All offers shall be supported by descriptive literature, brochures and technical data sheets to support the replies to the specifications, failing which the bid will not be considered.	
3.15	Each offer shall be accompanied by a completed specifications document. Failure to comply with this requirement shall lead to the disqualification of the offer.	
4	TECHNICAL SPECIFICATIONS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
NB: THE BID EVALUATION COMMITTEE (BEC) WILL THOROUGHLY ASSESS ANY DEVIATIONS IDENTIFIED IN THE BID TO DETERMINE WHETHER THESE DEVIATIONS ARE OF A MATERIAL NATURE. A MATERIAL DEVIATION REFERS TO ANY VARIATION IN THE BID THAT COULD AFFECT THE OPTIMAL USE OF THE MACHINE BEING PROPOSED. THE BEC RESERVES THE RIGHT TO PERMIT MINOR DEVIATIONS FROM THE SPECIFICATIONS, PROVIDED THAT SUCH DEVIATIONS DO NOT COMPROMISE THE OVERALL FUNCTIONALITY, SAFETY, OR PERFORMANCE OF THE SYSTEM. IN ACCORDANCE WITH THE SUPPLY CHAIN MANAGEMENT (SCM) PROCESS, ALL BIDS WILL BE EVALUATED BASED ON THEIR COMPLIANCE WITH THE PRESCRIBED TECHNICAL AND OPERATIONAL SPECIFICATIONS, AS WELL AS THEIR ALIGNMENT WITH THE OBJECTIVES OF THE STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE. THE BEC WILL ASSESS THE BIDS ON THE BASIS OF THE EVALUATION CRITERIA OUTLINED IN THE TENDER DOCUMENT, TAKING INTO ACCOUNT THE QUALITY, TECHNICAL SUITABILITY, AND COST-EFFECTIVENESS OF THE PROPOSED SOLUTIONS. THE BID EVALUATION COMMITTEE MAY ALLOW SLIGHT DEVIATIONS, PROVIDED THEY DO NOT UNDERMINE THE FUNCTIONALITY OR PERFORMANCE OF THE SYSTEM, ENSURING THAT THE FINAL AWARDED BID MEETS THE HIGHEST STANDARDS OF QUALITY AND RELIABILITY FOR THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.		
4.1	IMAGING MODALITIES	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.1.1	Identify the make and model of the system offered. Please state year of original release / first manufacture of this system.	
4.1.2	State the operating system as well as the software version and the date of release of the current software version. The operating system should be Windows 11 or later.	

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4.1.3	The modality shall support state-of-the-art cardiovascular ultrasound technology, including Artificial Intelligence capabilities for advanced, real-time 2D and 4D automated quantification (as per 4.1.11 below) and the unit shall be customizable for user preference regarding image quality as well as all functionalities.	
4.1.4	All probes to provide sharp, clear, reproducible image quality in both superficial and deep anatomy with high-definition 2D, 4D and colour flow resolution. Matrix /Single crystal Probes with a range of central frequencies to allow imaging of all sizes of patients. (Phased array probes only where matrix/single crystal probes not available – to be clearly stated) The system shall offer the following imaging options [a) to f) INCLUSIVE AS A MINIMUM]:	
	a) Paediatric 4D Transoesophageal probe for imaging of children from a minimum weight of 5kg to 25 Kg	
	b) Adult 4D Transoesophageal probe for children/adolescents >25kg	
	c) Adult 4D Transthoracic probe for real-time 4D imaging and automated quantification for use in bigger children / adolescents	
	d) 2D Transthoracic probe for neonatal and epicardial imaging up to 12 MHz	
	e) 2D Transthoracic probe for imaging in children with upper frequency 9 MHz (state if Matrix /Single crystal Probe option available)	
	f) 2D Transthoracic 'adult' probe (for imaging in bigger children /adolescents; state if Matrix /Single crystal Probe option available)	
	g) Optional State if "Micro Transoesophageal probe" (for use in neonates weighing 2.5 kg to 5kg) available and price thereof	
	h) Optional State if Paediatric 4D Transthoracic probe available and price thereof (for real-time 4D imaging and automated quantification for use in children of all sizes)	
4.1.5	The system shall support state of the art transducer technology and be capable of simultaneously processing the entire bandwidth of broadband transducer received frequencies from approximately 2.0 MHz to at least 12 MHz Describe processing capability	
4.1.6	The system shall provide continuous all-digital beam-forming technology using all-digital time delay circuits. There shall be no analogue delay line components employed in the construction of the beam former. The system shall generate sharp, defined ultrasound beams, to reduce artefacts and to provide overall image quality.	
4.1.7	The unit shall offer multiple frequencies on all probes to provide sharp reproducible image quality in both superficial and deep anatomy.	
4.1.8	The system shall allow at least four (4) scan heads to be connected simultaneously and selected electronically from the front panel	
4.1.9	The system shall be capable of acquisition frame rates of at least 490 frames per second, dependent on application,	

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	while maintaining an acceptable image quality. Describe capability.	
4.1.10	The system shall have state-of-the-art digital channel processing technology. Describe technology and state the amount of processing channels of the offered unit.	
4.1.11	The system shall operate in the following modes and support the following functions:	
	a) 2D B-Mode imaging	
	b) Colour Doppler imaging (state if 3D rendering of colour flow option available)	
	c) Pulse wave (PW) and continuous wave (CW) Spectral Doppler (state if blood speckle imaging available)	
	d) High Pulse Repetition Frequency Doppler	
	e) Simultaneous 2D imaging and pulse wave (PW) and continuous wave (CW) Doppler (Duplex Mode)	
	f) Simultaneous 2D, Colour Doppler and Pulse wave and continuous wave (CW) Doppler (Triplex Mode)	
	g) M-Mode	
	h) Tissue Doppler imaging	
	i) Automated function imaging (AFI) / Speckle-tracking echocardiography (STE) for LV functional assessment (on paediatric and adult probes)	
	j) Automated function imaging (AFI) / Speckle-tracking echocardiography (STE) for RV functional assessment (on paediatric and adult probes)	
	k) Auto-Doppler (on paediatric and adult probes)	
	l) Auto-ejection fraction (EF) (on paediatric and adult probes)	
	m) 3D and real-time 4D imaging including 4D marker capability (on paediatric and adult 4D probes)	
	n) Automated left atrium (LA) 4D functional analysis (on paediatric and adult 4D probes)	
	o) Automated left ventricle (LV) 4D functional analysis (on paediatric and adult 4D probes)	
	p) Automated right ventricle (RV) 4D functional analysis (on paediatric and adult 4D probes)	
4.1.12	The system shall use state-of-the-art signal/image processing algorithms to reduce speckle noise and optimize tissue contrast, while retaining spatial and contrast resolution. A high-quality image is essential.	
4.1.13	The system shall provide state-of-the-art tissue-specific imaging software allowing automatic system optimization by application. The system shall provide for not less than	

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	twenty-five (25) pre-programmed pre-sets for different examinations done by several operators. These programs shall be labeled and shall be changeable using one button or keystroke.	
4.1.14	State the dynamic range capability of the system	
4.1.15	The system shall use adaptive gain compensation that corrects for localized tissue attenuation variations not accounted for by the time gain controls, thus enhancing image uniformity. This is to be a real-time function.	
4.1.16	The depth range shall be at least 0-30cm.	
4.1.17	All modalities must have associated ECG functions. (ECG channel to be provided with leads)	
4.1.18	State whether physiological inputs such as respiration and pressure are available. Provide price break-down of extra accessories needed for these functions.	
4.2	REAL-TIME 2D IMAGING	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.2.1	The system shall be capable of displaying at least two grayscale images, linear or sector format, side-by-side on the monitor simultaneously, with post-processing capability on individual images. Display versatility to be described.	
4.2.2	The system shall be capable of enhancing 2D image data as follows:	
	a) High Definition Zoom (magnification): real time and frozen image.	
	b) High Definition Zoom with Pan using a positioning device.	
	c) Continuous zoom from 1x to at least 6x magnification.	
	d) Magnification capability to be described.	
	e) Reversal of left/right image orientation.	
	f) Reversal of up/down image orientation.	
	g) State of the art image frame averaging.	
	h) Automatic focusing supported to optimize depth of scan. State whether multiple focus points can be configured.	
	i) Single button real time automation of all gain settings to be available.	
	j) Colourisation imaging that assigns colour hues to shades of gray for improved visualization of subtle tissue details to be available in real-time and as a post-processing function on the frozen image.	

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4.3	STORAGE/REVIEW	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.3.1	The system shall support cineloops of at least 2000 2D frames, dependent upon imaging setup.	
4.3.2	Cineloop sequence frame acquisition to be supported.	
4.3.3	Cineloop review of at least 20 seconds of 3D images shall be possible.	
4.3.4	Post processing of cineloop images shall be supported. Images to be magnified and grayscale/colour maps to be modified after acquisition.	
4.3.5	Multiple grey-scale images to be capable of being displayed on the monitor in review mode.	
4.3.6	Shall be able to delete selected images before sending to PACS.	
4.3.7	Cineloops shall be able to be saved for transfer to PACS.	
4.4	DEFORMATION IMAGING	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.4.1	The system shall be capable of supporting automated Tissue Doppler Imaging in combination with all other imaging modes.	
4.4.2	The system shall be capable of supporting automated speckle tracking imaging to facilitate live strain measurements of LV and RV.	
4.5	3D IMAGING (USING A TRANSTHORACIC AND A TRANSOESOPHAGEAL PROBE)	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.5.1	The system shall support qualitative and quantitative real-time compound 4D imaging, allowing display of 3D volume or user selected multi-planar reconstructions.	
4.5.2	The system shall apply high resolution processing algorithms to 4D real-time compound images.	
4.5.3	The system shall support full-screen display of 3D views including individual X, Y and Z multi-planar reconstruction views and simultaneous display of thumbnail views on the same system display monitor.	
4.5.4	The system shall be capable of rapid processing of 3D data. Processing rate to be stated in mega-voxels per second.	
4.5.5	The processing capability shall be fully integrated within the ultrasound system, using the standard system control panel for all user interfaces and be on-screen always, allowing quick manipulation of the data set.	
4.5.6	Multi-planar images reconstructed from 3D data shall be of comparable quality to original grayscale images.	
4.5.7	Transition time from the end of the acquisition of a 3D data set to full review mode shall be rapid. State times to acquisition.	

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4.5.8	The system shall offer the user the ability to completely reset to the full, original 3D data following manipulations e.g. trimming, rotation.	
4.5.9	The system shall offer the user the ability to reset only the orientation of the data set without losing any trimming or post-processing operations.	
4.5.10	Full trim capability including oblique and linear trimming in the multi-planar views and freehand trimming of the volume to be supported.	
4.5.11	Volume rotation in all planes shall be supported.	
4.5.12	The system shall support automated linear and volume measurements and analysis on quantitative 4D.	
4.5.13	The system shall support live colour Doppler in 4D mode	
4.5.14	The system shall preferably support live advanced image manipulation techniques such as photorealism, back light source amplification and 3D volume rendering of colour flow and tissue boundaries. Please state if any of these are available and included in the offer.	
4.6	COLOUR DOPPLER IMAGING	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.6.1	The system shall be capable of supporting colour Doppler imaging on all transducers.	
4.6.2	Dual imaging with colour comparison shall be possible.	
4.6.3	Colour flow shall operate to the full depth of at least 30cm (same as imaging depth).	
4.6.4	Independent angle steering up to $\pm 30^\circ$ shall be offered.	
4.6.5	Independent colour gain control shall be available.	
4.6.6	The system shall provide 2D sector width reduction capability to optimize frame rates. Maximum colour frame rate shall not be less than 385 frames per second.	
4.6.7	At least five operator selectable colour persistence mode levels shall be provided. Describe capability.	
4.6.8	The system shall provide for inverted colours to depict flow direction in colour Doppler (live and frozen images).	
4.6.9	The system shall support a colour Doppler pulse repetition frequency (PRF) range in the order of 150-20,000 Hz.	
4.6.10	Preference shall be given to systems affording visualization of the widest range of vessel flow velocities, with emphasis on systems visualizing low vessel flow velocities. Describe capability.	
4.6.11	The system shall support an algorithm that eliminates colour ghosting/bleeding out of vessels. Describe capability.	

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4.6.12	Multiple pre-optimized colour map selections shall be provided (at least twenty (20) colour maps).	
4.6.13	The system shall support the following Colour Doppler Display Modes:	
	a) Velocity	
	b) Velocity and variance;	
	c) Power imaging modes	
4.6.14	State the number of range gates per line used in colour Doppler.	
4.6.15	The colour Doppler shall support spatial smoothing and shall have the following post-processing features in freeze frame or cine:	
	a) Zoom/pan;	
	b) Colour map;	
	c) Colour invert;	
	d) Colour baseline shift;	
	e) Colour display on/off;	
	f) Colour priority;	
	g) Measurement and annotation.	
4.7	SPECTRAL DOPPLER	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.7.1	The system shall provide Continuous Wave (CW) and Pulsed Wave (PW) spectral Doppler to be available on all transducers, including independent gain control for CW and PW.	
4.7.2	High-quality manual and auto-Doppler trace and measurement capabilities shall be offered.	
4.7.3	The system shall be a fully integrated duplex imaging system with an imaging frequency range of not less than 2-12MHz, probe dependent.	
4.7.4	Option shall be available for the grey-scale and colour Doppler image to be frozen, to obtain a higher quality CW and PW Doppler signal during sampling.	
4.7.5	The system shall have the velocity range control to adjust display calibration while at the same time increasing PRF to optimize signal.	
4.7.6	The Pulse Repetition Frequency range shall be approx. 1 250 – 20 000 Hz.	

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4.7.7	The system shall support at least five spectral sweep rates.	
4.7.8	The user shall be able to control acoustic output in all Doppler modes with user-definable default settings.	
4.7.9	Real time display of Thermal Index and predicted Mechanical Index shall be provided and displayed on the screen.	
4.7.10	The system shall provide scaling of the Doppler display for angle correction, if desired by the operator.	
4.7.11	The Doppler baseline location shall have at least six adjustable positions for high velocity shift displays.	
4.7.12	Doppler sample volume size shall be adjustable in the approximate range 0.5-10mm. Describe capability.	
4.7.13	The system shall have adjustable wall filter settings with the approximate range 40-300 Hz. Describe range.	
4.7.14	Cineloop Review and Doppler Review shall be independently selectable.	
4.7.15	The system shall support the following post processing features in freeze frame or cine:	
	a) Baseline shift	
	b) Spectral dynamic range	
	c) Display format	
	d) Colourization map	
	e) Gray maps	
	f) Spectral invert	
4.7.16	An angle correction facility shall be displayed on the monitor to measure velocities correctly where beam and flow are not in line.	
4.7.17	The system shall support the ability to play back Doppler audio in cine.	
4.7.18	Doppler spectral display and 2D image shall be available in the multiple screen formats. Describe capability.	
4.8	SYSTEM ARCHITECTURE: CONFIGURATION	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.8.1	The system shall demonstrate easy maneuverability and mobility with compact design that adapts easily to all clinical settings.	
4.8.2	State the physical dimensions of the system.	

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4.8.3	Mobility of the unit shall not compromise system calibration or performance or longevity.	
4.8.4	The system shall allow wheel-lock and monitor adjustments that facilitate bedside examinations in small spaces.	
4.8.5	Height adjustable console is essential.	
4.8.6	Describe all ergonomic features that facilitate ease of operation and user efficiency.	
4.8.7	There shall be sufficient space to store four (4) additional probes and their cables safely on the machine (i.e. adequate storage ports or drawers).	
4.8.8	There shall be cable hangers for all active transducer cables (to prevent cord entanglement and cords dangling on the floor).	
4.8.9	There shall be hooks or hangers to store the power cable during transit for portable examinations.	
4.8.10	There shall be storage space available for gel and paper towel and cleaning wipes.	
4.8.11	Confirm whether the machine has a built-in gel warmer.	
4.8.12	State if the offer includes an uninterrupted power supply (UPS) in case of power failure.	
4.8.13	The unit will be used to do multiple sequential examinations in the Echocardiography and Cardiac Catheterisation Laboratories. State if the unit has a built-in battery (and the battery life) that supports several examinations being done without the need for multiple plug-ins and re-starts.	
4.8.14	All peripheral device connection cables shall be neatly hidden.	
4.8.15	State system start-up time.	
4.9	SYSTEM ARCHITECTURE: CONTROL PANEL AND USER INTERFACE	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.9.1	The control panel shall provide for user convenience by offering independent gain controls for 2D, Color Doppler, Power Doppler and Pulse Wave Doppler.	
4.9.2	The control panel shall provide for user convenience by offering electronic switching of transducers using at least four universal connectors.	
4.9.3	The control panel shall provide for user convenience by offering Tissue specific imaging providing automatic optimization for a selected application and transducer, including:	
	a) 2D Image processing	
	b) Colour Doppler and Power Doppler Imaging	
	c) Doppler Spectrum	

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	d) Automatic selection of measurement and analysis protocols	
	e) Adaptive focal number based on user defined local range	
	f) Continuous dynamic receive focusing on all transducers	
	g) TGC curves	
	h) Display formats	
	i) Analysis packages	
	j) Application specific and user definable quick text automatic annotation	
	k) One touch Image Optimization	
4.9.4	Tissue Specific Imaging settings for each transducer, shall be adjustable by individual users and modifications saved to a permanent medium, allowing customized imaging settings. Describe capability.	
4.9.5	Single button automated optimization of TGC, gain and compression level for optimal system performance.	
4.9.6	Unit shall be fully programmable for switches, annotation and measurements.	
4.9.7	Describe any other control panel and user interface features enhancing user convenience.	
4.10	SYSTEM DISPLAY MONITOR	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.10.1	State-of-the-art monitor technology shall be supported with at least:	
	a) Greater than 21 inch OLED flat screen colour monitor or larger with a resolution of not less than full HD (1920 x 1080).	
	b) 256 gray scales.	
	c) Variable monitor positions	
	d) Flicker free technology display	
	e) State if an extended viewing angle of at least 175 degrees is possible	
	f) Ambient lighting control to provide optimal image viewing in both light and dark environments shall be provided.	
4.10.2	The monitor shall be both height and angle adjustable.	

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4.10.3	The system shall support automatic diagnostic system check during power-up and in the background during use, to verify correct system operation.	
4.10.4	Single button automated optimization of TGC, gain and compression level for optimal system performance.	
4.10.5	Single button, automated optimization of Doppler pulse repetition frequency and baseline for optimal Doppler waveform display.	
4.11	SYSTEM CONTROLS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.11.1	The system shall support advanced interactive panel controls together with an integrated alphanumeric keyboard. A programmable touch screen for quick selection of programs is required.	
4.11.2	The system shall offer easy-to-access primary control, making it user friendly.	
4.11.3	Adjustable controls to include, but not be limited to:	
	a) Manual slide TGC control and curve shape with optimized pre-defined curves. State if digital TGC control and built-in presets are available.	
	b) Depth	
	c) Acoustic power	
	d) Individual gain control for 2D, spectral Doppler and Colour Doppler.	
	e) Speaker volume control	
4.11.4	Trackball shall be capable of:	
	a) Measurement calliper positioning	
	b) Sample volume positioning	
	c) Colour Doppler box size and positioning	
	d) Area outlining	
	e) High definition zoom box size and position	
	f) Annotation positioning	
4.11.5	System design shall provide the capability to be upgraded.	

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4.12	QUANTIFICATION	
4.12.1	MEASUREMENTS (refer also to 4.1.11 above)	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.12.1.1	The systems shall provide the following measurement tools:	
	a) Ability to calculate and display linear distances using a minimum of four (4) pairs of resizable electronic callipers. The user shall be able to select mm or cm for standard measurement.	
	b) Ability to trace, calculate and display the perimeter of a displayed structure.	
	c) Provide means of incremental erasing of perimeter trace. Provide both trace and ellipse methods.	
	d) Ability to trace, calculate and display the area of a displayed structure with choice of trace or ellipse method.	
	e) User-configurable calculation lists.	
	f) Ability to obtain volume calculations from 2D images.	
	g) Ability to convert a 2D distance to an ellipse.	
	h) 2D depth measurements shall be possible in live and frozen mode.	
	i) User programmable equations to the second significant digit.	
	j) Systems shall support both measure-then-label and label-then-measure functionalities.	
	k) Paediatric Z score measurements shall be provided as standard. State which Z score calculators are built-in.	
4.12.2	Ability to perform comprehensive measurements from 2D and 3D images.	
4.12.3	Ability to measure on each independent cine buffer in Dual.	
4.12.4	Ability to obtain volume flow from 2D and Spectral images.	
4.12.5	Ability to measure 2D images, M-mode and Doppler.	
4.12.6	Ability to calculate curved-linear distances by free-hand tracing.	
4.12.7	Automated real-time analysis of Doppler spectral waveform (Automatic Doppler Analysis) which is available in live or frozen mode. Manual measurements shall be possible:	
	a) Instantaneous Peak Velocity Trace;	

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	b) Instantaneous Mean velocity trace;	
	c) Peak systolic velocity;	
	d) End diastolic velocity;	
	e) Minimum diastolic velocity;	
	f) Resistive Index;	
	g) Pulsatility Index;	
	h) Systolic/Diastolic Ratio;	
	i) Acceleration time;	
	j) Heart Rate;	
	k) Volume Flow.	
4.13	3D MEASUREMENTS (refer also to 4.1.11 above)	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.13.1	Distance	
4.13.2	Ellipse	
4.13.3	Volume	
4.13.4	Free hand perimeter	
4.13.5	Provide details of advanced 3D measurements tools (all modalities) provided as standard as well as details of any additional plug-ins available with a price breakdown.	
4.14	DISPLAY ANNOTATION	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.14.1	The system shall display the following demographic data, but can hide such data for the purposes of publication:	
	a) Hospital name;	
	b) Patient name and Hospital ID;	
	c) Patient date of birth;	

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	d) Accession Number;	
	e) Time and date;	
	f) User initials.	
4.14.2	The system display annotation shall include, but not be limited to, the following and it shall be possible to hide such annotation for the purposes of publication:	
	a) Biopsy guide;	
	b) TGC curve display;	
	c) TGC gain values;	
	d) Transducer Type and Frequency;	
	e) Active clinical option;	
	f) Tissue specific pre-set;	
	g) Image processing settings;	
	h) Frame Rate;	
	i) Display depth;	
	j) Image orientation;	
	k) Real-time predicted Thermal Index and Mechanical Index;	
	l) PRF;	
	m) Wall filter;	
	n) Sample volume size;	
	o) Sample volume depth;	
	p) Flow Setting;	
	q) Resolution setting;	
	r) Doppler angle;	

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	s) Colour map;	
	t) Variance map;	
	u) Colour write priority threshold;	
	v) Colour Gain;	
	w) Power imaging model.	
4.14.3	Pre-defined body markers showing orientation of the transducer/patient shall be provided, with the capability to locate the marker at multiple sites on the screen:	
	a) Thumbnail display of images in system review	
	b) Tool tips for on-screen annotation	
	c) Prompt region for trackball arbitration and informational display	
	d) Display of cineloop frame number	
4.14.4	System shall offer quick text annotation keys. Shall be programmable for user specific needs.	
4.14.5	State the number of user defined phrases per TSP to be entered with one keystroke.	
4.15	DIGITAL IMAGE STORAGE	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.15.1	The systems shall provide digital storage onto internal hard-drive digital storage capability which shall be fully integrated into the system design and interface.	
4.15.2	The systems shall support DICOM export to removable media.	
4.15.3	The systems shall support the ability to print the entire screen or the image area, via two (2) independent print keys.	
4.15.4	The systems shall have an integrated patient directory, with the ability to view more than one (1) exam in image review.	
4.15.5	The systems shall have the capacity to list on-screen all exams located on the hard disk.	
4.15.6	Images shall be able to be recalled for display, measuring and text editing on system monitor and the system shall be able to save changes.	
4.15.7	Preference shall be given to systems with the capacity to store digital loops to the hard disk. State capability.	
4.15.8	Automatic removal of imaging first in first out (FIFO) should be available.	

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4.16	NETWORKING	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.16.1	The system shall:	
	a) Modality to comply with DICOM conformance statement and Annexure C.	
	b) The modality shall be linked to existing network and PACS/RIS system.	
	c) Provide DICOM 3.0 print and store service classes.	
	d) Have a site configurable IP address.	
	e) Support DICOM 3.0 Modality Worklist.	
	f) Support DICOM 3.0 Modality Performed Procedure Step.	
	g) Support DICOM 3.0 Storage Commit.	
	h) Support the DICOM Grayscale Standard Display Format.	
	i) Support pausing and resuming an exam.	
	j) Support single frames at full resolution.	
	k) Support 3 JPEG compression levels for multi-frame loops.	
	l) Support retrospective Cineloop capture.	
	m) Support import and export of 3D data to a removable media.	
	n) Have a fully integrated network queue management with easy access to network.	
	o) Autosend to PACS at the end of the examination.	
	p) Manually send to PACS prior to the end of the examination.	
	q) Support configuration of print format. List print format options.	
	r) Provide capability for remote system access for system diagnosis and preventative maintenance by service technicians.	
	s) Wi-Fi capabilities	

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4.17	TRANSDUCERS (refer also to 4.1.4 above)	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.17.1	The following transducers to be included in the quotation [a) to f) INCLUSIVE AS A MINIMUM] (multihertz transducers are preferred and frequency should be easily adjustable on the console); preference will be given to Matrix /Single crystal Probes with a range of central frequencies to allow imaging of all sizes of patient. (Phased array probes only where matrix/single crystal probes not available – to be clearly stated):	
	a) Paediatric 4D Transoesophageal probe for imaging of children from a minimum weight of 5kg to 25 Kg	
	b) Adult 4D Transoesophageal probe for children/adolescents >25kg	
	c) Adult 4D Transthoracic probe for real-time 4D imaging and automated quantification for use in bigger children / adolescents	
	d) 2D Transthoracic probe for neonatal and epicardial imaging up to 12 MHz	
	e) 2D Transthoracic probe for imaging in children with upper frequency 9 MHz (state if Matrix /Single crystal Probe option available)	
	f) 2D Transthoracic 'adult' probe (for imaging in bigger children /adolescents; state if Matrix /Single crystal Probe option available)	
	g) Optional State if "Micro Transoesophageal probe" (for use in neonates weighing 2.5 kg to 5kg) available and price thereof	
	h) Optional State if Paediatric 4D Transthoracic probe available and price thereof (for real-time 4D imaging and automated quantification for use in children of all sizes)	
4.17.2	Bidders to detail a comprehensive range of transducers to meet the applications and requirements detailed in the introduction of this document.	
4.17.3	Required software for the operation of the probe shall be included in the quoted probe pricing.	
4.17.4	Tissue Doppler imaging shall be available on all relevant transducers.	
4.17.5	The selected frequency of the imaging transducer must be displayed on the screen.	
4.17.6	All transducers must be digitally controlled so continuous beam forming is possible.	
4.17.7	Multi-purpose probes will be of great value: please indicate which probes can be used for dual purposes.	
4.17.8	Probes should have a comfortable grip and light weight for ease of scanning and minimizing strain on operator's hand and wrist.	
4.17.9	State if the extended maintenance contract includes replacement of faulty probes (if not repairable) (including transoesophageal) and total number of replacement probes included.	

Contractor to initial.....

4.18	OPTIONS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
4.18.1	Bidders shall detail a comprehensive range of transducers and software to meet the applications and requirements of a state-of-the-art Paediatric Echocardiography Laboratory and Paediatric Cardiology Department. This should include Artificial Intelligence capabilities, advanced 4D visualisation, image processing, deformation imaging and automated quantification amongst others as detailed above.	
5	UPGRADE POLICY	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
5.1	Bidders shall describe their upgrade policy for future equipment improvement (hardware and software).	
5.2	All future upgrades (hardware and software) involving <u>patient safety</u> shall be offered at no additional cost.	
5.3	All future upgrades removing software bugs from existing software shall be supplied free of charge.	
5.5	Any upgrade before or after installation of the equipment involving additional cost shall be brought to the attention of the Western Cape Government.	
6	All equipment, the installation and any alteration/additions shall comply with:	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
6.1.1	The Occupational Health and Safety Act (1993);	
6.1.2	The wiring code S.A.B.S. 0142;	
6.1.3	Hazardous Substance Act (1973) and	
6.2	The radiation safety regulations as lay down by the Directorate Radiation Control of the Department of Health.	
6.3	The onus shall be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site.	
7	WARRANTY CONDITIONS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
7.1	The Bidder shall support a minimum two (2) year, extended to five (5) years, warranty period on all supplied items/goods.	
7.2	The time taken to attend to a malfunctioning unit within the warranty period shall extend the warranty period by that time.	
7.3	Any repetition (twice or more) of the same fault that first occurred during the warranty period shall be considered as a repair under warranty if it occurs within the first year	

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	after the expiration of the warranty period. This is not applicable if user negligence can be proven.	
7.4	The same warranty conditions shall apply to replacement units.	
7.5	The warranty period shall include all cost (spares, labour, travelling and sundries); prescribed maintenance services and any QA testing that are required by Department of Health's Radiation Control Board that shall be required under the warranty period.	
8	GENERAL MAINTENANCE INFORMATION	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
8.1	State percentage guaranteed up time of machine.	
8.2	State the service intervals per year as prescribed by the manufacturer. Supporting documents shall be provided and clearly marked.	
8.3	State the duration of each service mentioned above.	
8.4	State if one or more technician(s) is required per service.	
8.5	Supply a complete breakdown list of the work to be done during a service as per manufacturer specifications. Supporting documents shall be provided and clearly marked.	
8.6	Supply the names of the technicians in direct employ that are factory trained on the unit offered and based in the Western Cape. Supporting documents shall be provided and clearly marked.	
8.7	The vendor shall state the response time (in hours) for a service technician to be on site after a fault is reported.	
8.8	State the turnaround time for spares in the case of a breakdown.	
8.9	All spares replaced shall be new and carry a manufacturer warranty. State the warranty period of replaced spares.	
8.10	In case of a service contract entered into between the successful vendor and the DOH all spares replaced during the contract period shall be new and shall carry a warranty as stated above.	
8.11	The successful vendor shall supply all software (including software-keys and/or passwords) to allow for trouble shooting (fault finding), maintenance, calibrations, repairs and services at no additional cost.	
8.12	In case of networkable systems, the PACS Administrators shall be trained by the successful Bidder to network the system.	
8.13	State the maximum ambient room temperature allowed for the system to function normally.	
8.14	State if the purchaser shall be penalized in any way if no service contract is entered into on the equipment offered after the expiry of the warranty period.	

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9	MAINTAINABILITY	
9.1	The successful vendor shall have an established technical support base in the Western Cape Province. Supply the physical address of the technical facility/workshop.	
9.2	The vendor shall have an adequate quantity of factory-trained technicians, <u>trained on the offered equipment</u> , in their direct employ, based in the Western Cape Province.	
9.3	The vendor shall supply with this offer a list and quantities of spares held locally in stock in the Western Cape Province on the offered product.	
9.4	The successful vendor shall supply the original fully detailed technical/workshop maintenance manuals (not copies) at no additional cost.	
9.5	The vendor shall include a firm commitment (in writing) from the principal manufacturer that the latter would supply spares, components, upgrades and support for technical and clinical staff of Red Cross War Memorial Children's Hospital, over the expected life of their offered system and software, should their local agent/supplier default.	
10	MAINTENANCE CONTRACT	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
10.1	State percentage guaranteed up time of machine.	
10.2	A fully inclusive maintenance contract extended for a three (3) year period after the warranty expiry date must be provided, making a total of minimum five (5) years maintenance contract (include Quality Assurance tests as prescribed by the Department of Health, Directorate: Radiation Control, labour, travelling, sundries, spares, and call outs). The Bidder shall provide a pricing schedule per year as asked.	
10.3	State if maintenance contract includes the replacement of faulty probes (if not repairable) (including transoesophageal) and total number of replacement probes included.	
11	OPTIONAL ACCESSORIES OFFERED BY BIDDER	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
11.1	Bidder to give full description and pricing of optional accessories available for equipment.	

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12	COST OF OWNERSHIP	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
12.1	A minimum warranty period of two (2) years, with an extended warranty to five (5) years, is applicable. All parts, routine maintenance (including corrective maintenance) and all labour costs shall be included during the warranty period.	
12.2	The Bidder shall provide a detailed estimated breakdown of the cost of ownership of their offered system for the expected lifespan of their offered unit (technical only – no disposables per patient information). This estimate shall indicate cost per year based on service and repair information as included in the five (5) years comprehensive service contract.	
12.3	Bidders shall include their current technical labour cost per hour on the equipment offered.	
12.4	Bidders shall include the current travel costs involved on a repair call-out or routine service.	
12.5	State the current cost of each service as prescribed by the manufacturer.	
13	SAFETY	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
13.1	The unit shall comply with all necessary safety standards.	
14	TRAINING	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
14.1	The successful vendor shall undertake to provide a comprehensive training schedule for Users to ensure correct use of the equipment.	
14.2	The Bidder shall state the cost and level of <u>additional</u> technical training offered.	
14.3	The successful Bidder, at no extra cost, shall provide initial training of six users. State period of initial training offered.	
14.4	The successful Bidder, at no extra cost, shall provide additional future support of users in the use of all features of the equipment offered.	
15	DOCUMENTATION	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
15.1	All documents shall be in English and Originals – no copies shall be accepted and at least one document shall be supplied in a paper format, which is properly bound.	
15.2	One complete set of comprehensive manuals	

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15.3	A licence issued in terms of the Hazardous Substances Act, (Act no. 15 of 1973) shall be submitted with the Bid. Failure to submit such a licence may result in a bid not being considered.	
16	LEAD TIME	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
16.1	Should the bid be awarded the lead time for delivery would be no later than 28 February 2027 as the funds are allocated for the 2026/2027 financial year. This is a vital stipulation of contract.	
17	DELIVERY	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
17.1	The prospective supplier shall deliver the equipment to the Main Stores at Red Cross War Memorial Hospital by the specified date payment will be withheld until these conditions have been fully complied with.	
18	NEGOTIATIONS	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
18.1	The Department of Health and Wellness reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases, and service delivery should it be deemed necessary.	
19	GENERAL	REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"
Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health & Wellness. The Western Cape Department of Health & Wellness reserves the right, in its sole discretion:		
19.1	To amend the bid process, closing date, or any other date at its sole discretion	
19.2	To cancel the bid or any part of the bid before the bid has been awarded	
19.3	Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department	
19.4	Not to award the bid to the highest points or lowest price, To reject all responses submitted and to embark on a new bid process	
19.5	To withdraw any services from the bid process	
19.6	To terminate any party's participation in the bid process	
19.7	To accept or reject any response to this invitation to bid on notice to the bidders without liability to any party	

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19.8	To extend or expand the contract on written request from the Department	
19.9	Accordingly, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.	

SUPPLY CHAIN MANAGEMENT COMPLIANCE DOCUMENTATION REQUIRED

- i. The bidder must fully complete the bid document, it is the bidders' responsibility to check, verify the information provided and ensure any corrections are made should there be any. However, should the bidder fail to follow all the instructions given on this bid, the institution reserves the right to make any offer that fails to comply with.
- ii. Sign each page of this bid to evidence that terms of reference are noted and agreed to
- iii. **Proof of registration on the Central Supplier Database (CSD)**
- iv. **Bidders MUST be Tax compliant, failure to be compliant the bidders will be given 7 working days to get the tax status in order.**
- v. Duly completed and signed WCBD3 .1
- vi. Bidders may submit a current and original S.A.R.S. Tax Clearance with the bid application and CSD will be accepted by the Western Cape Government.
- vii. BBBEE Certificate and Duly Completed and signed WCBD6.1

EVALUATION OF BIDS

This bid will be evaluated in terms of the following stages.

- Stage 1: Compliance with the bid specifications and bid requirements.
- Stage 2: Clinical Evaluation
- Stage 3: Preferential procurement evaluation

Stage 1: Compliance with the bid specifications and bid requirements

- This evaluation is based on compliance with the SCM requirements which includes, among others, registration on the Central Supplier Database, submission of bids in time, and submission of all required documents completed in full.

Stage 2: Clinical Evaluation

- This refers to the evaluation of the machine that the bidders are offering the Institution. Bidders will be requested to bring the machine they are offering to Red Cross War Memorial Children's Hospital for evaluation. The machine will be clinically evaluated against the specifications mentioned in this bid.

Stage 3: Preferential procurement evaluation

- Qualifying bids will further be evaluated according to the preferential procurement system based on 80:20 preferential point systems.

Contract Performance and Contract management

The successful bidder shall be required to enter into a Service Level Agreement with the Hospital.

A bi-monthly control checklist will be used by Red Cross War Memorial Children's Hospital to monitor work effectiveness in order to effect monthly payment to the contractor. A representative of the contractor shall visit the hospital every 2 weeks to accompany a designated Red Cross War Memorial Children's Hospital staff member on inspections. The General Conditions of Contract apply in this bid.

AWARD

The Department reserves the right to award the Services in part or in whole and will determine the award of the bid to the Service Provider, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points.

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CONSENT TO THE AWARD

The Service Provider will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The Service Provider will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

Bidders are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their bid is accepted.

PAYMENT

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

Payment shall be made within **30 days from receipt of a valid and correct invoice.**

STATEMENT OF SUPPLIES AND SERVICES

Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.

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**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder:	Bid Number: RCCH08/2026
Closing Time: 11:00 am	Closing date: 06 NOVEMBER 2026

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

IMPORTANT NOTE:

- Bidders should provide the cost per unit of the item as indicated below.
- The unit of measure should be taken into consideration (for example where the unit of measure is a box of 6, the unit price should be the box price).
- If more than one option is submitted for evaluation per item, please title your options A, B, C and so forth, and supply a price list per option.
- The indicated annual quantities are estimates and the Hospital reserves the right to increase or decrease the quantities.

ITEM NO.	PRODUCT/EQUIPMENT DESCRIPTION	QUANTITY	UNIT PRICE	TOATAL PRICE
1. COST BREAKDOWN.				
1	FOR THE SUPPLY, DELIVERY, COMMISSIONING AND DEMONSTRATION OF A STATE-OF-THE-ART COLOUR DOPPLER ECHOCARDIOGRAPHY MACHINE FOR PAEDIATRIC USE IN THE ECHOCARDIOGRAPHY LABORATORY AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL.	1 Each	R.....	R.....

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2	COMPREHENSIVE MAINTENANCE AGREEMENT FOR A PERIOD OF THREE (3) YEARS AFTER THE GUARANTEE/WARRANTY PERIOD. <i>Note that the Department reserves the right to accept the comprehensive maintenance plan with the machine. Should the Department elect to take the maintenance plan, the bidder commits to maintain the offer for the maintenance plan as offered. The annual payments for the comprehensive maintenance would be done in the year when the maintenance is done.</i> The comprehensive maintenance agreement must include the following; 1. the replacement of one (1) probe per annum 2. shall include the current technical labour cost per hour on the equipment offered. shall include the current travel costs involved on a repair call-out or routine service.		<u>MONTHLY PRICE - YEAR 1</u> R..... ALL APPLICABLE TAXES INCLUDED** <u>MONTHLY PRICE - YEAR 2</u> R..... ALL APPLICABLE TAXES INCLUDED** <u>MONTHLY PRICE YEAR 3</u> R..... ALL APPLICABLE TAXES INCLUDED**	<u>TOTAL PRICE YEAR 1</u> R..... ALL APPLICABLE TAXES INCLUDED** <u>TOTAL PRICE - YEAR 2</u> R..... ALL APPLICABLE TAXES INCLUDED** <u>MONTHLY PRICE YEAR 3</u> R..... ALL APPLICABLE TAXES INCLUDED**
TOTAL COST FOR THE BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)			R.....	
<i>Note that the Department reserves the right to accept the purchasing of the optional items with the machine. Should the Department elect to do so. Therefore, the bidders are advised to include a brochure with pricing, for all the optional extras and accessories for this machine.</i>				

Note to bidders:

- The successful bidder shall be responsible for the supply, delivery, commissioning and demonstration, and operational placement of the state-of-the-art colour doppler echocardiography machine at the designated hospital location. This includes ensuring that the state-of-the-art colour doppler echocardiography machine is fully operational, staff are trained, and the machine is integrated safely into hospital workflows.
- Any urgent requirements relating to the machine in question, including immediate troubleshooting, warranty enquiry, must be addressed promptly. Same-day response is required where feasible, or the bidder must communicate with hospital staff to agree on an acceptable delivery or service timeframe.

Enquired by:

RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

- At: KLIPFONTEIN ROAD
RONDEBOSCH
CAPE TOWN, 7700
- Brand and Model of doppler echocardiography machine:
- Guarantee/Warranty Period:
- Country of origin
- Does the offer comply with the specification(s)? *YES / NO
- If not fully compliant, indicate deviation(s):
- Period Required for Supply and Delivery
*Supply & Delivery: Firm / Not Firm
- Delivery Period

Note: All costs for the supply, delivery, installation, demonstration, commissioning of the Digital ophthalmic camera must be included in the bid price.

Taxes: "All applicable taxes" include Value-Added Tax (VAT), import duties, Pay-As-You-Earn (PAYE), income tax, Unemployment Insurance Fund (UIF) contributions, and Skills Development Levies (SDL)

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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 e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

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

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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	PORION 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

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PROVINCIAL GOVERNMENT WESTERN CAPE DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

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

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

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

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

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“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

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

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

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“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

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

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

“Family member” means a person's -

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

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

“Institution” means –

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

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remuneration Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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

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

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

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
7. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
10. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

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

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12. 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.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENTOR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)				NO YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO YES

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

Contractor to initial.....

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorized representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:

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

.....
 . SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

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

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

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES

OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems 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).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
 - (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points will be awarded the contract.**
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

$$P_{\min} = \text{Price of lowest acceptable tender}$$

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

5.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

Where

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

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

6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

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

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

9. SUB-CONTRACTING

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

- 9.1.1 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? **YES / NO** (delete which is not applicable)

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/ entity:
- 10.2 VAT registration number:
- 10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

- 10.5 **I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:**
- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) engages in a fronting practice.**
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iii) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

100% Black owned	Level One (135% B-BBEE procurement recognition)
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.
e) At least 85% of labour costs should be paid to South African employees by service industry entities.	

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

Contractor to initial.....

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.

Contractor to initial.....

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General Conditions of Contract

1. Definitions

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

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- 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.
- 1.17 "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.

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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.
- 1.3 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.

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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.

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

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;

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- (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 (17) 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.

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- 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 fulfilment 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.
- 17. Contract amendments**
- 17.1 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

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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 cancelling 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

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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

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

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**and countervailing
duties and rights**

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

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- (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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.
- This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted

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34.Prohibition of Restrictive practices

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.

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