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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/281/26/MP

THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF BIPLANE IMAGING SYSTEM FOR THE CATHETERIZATION LABORATORY (CATH LAB) FOR ROB FERREIRA HOSPITAL

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/281/26/MP	CLOSING DATE:	01 JULY 2025	CLOSING TIME:	12H00
DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF BIPLANE IMAGING SYSTEM FOR THE CATHETERIZATION LABORATORY (CATH LAB) FOR ROB FERREIRA HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. SG Sengwayo		CONTACT PERSON	Ms. Alina Zono	
TELEPHONE NUMBER	013 766 3333		TELEPHONE NUMBER	013 766 1874	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SkhulileS@mpuhealth.gov.za		E-MAIL ADDRESS	AlinaZ@mpuhealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF HEALTH



**THE SUPPLY, DELIVERY, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF BIPLANE
IMAGING SYSTEM FOR THE CATHETERIZATION
LABORATORY (CATH LAB) FOR ROB FERREIRA
HOSPITAL**

NAME OF BIDDER : _____
TEL NUMBER : _____
E-MAIL : _____

The supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

- NOTE: (I) SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATION MUST BE GIVEN.**
- (II) IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN SPECIFICATION.**

SPECIAL CONDITION OF CONTRACT

1. This document establishes the requirements for the supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.
2. Bidders must submit the **SAHPRA** License with the bid on or before the closing date.
3. The equipment offered must comply with or exceed all the minimum performance specifications as indicated below for the various subcomponents, supported by factory-supplied product specifications/brochures. The OEM original brochure for the item offered, the brochure must be in colour and clearly labelled with the equipment offered or operation manual. The brochure should not be self-made by Bidder.
4. Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e., all components of system) must accompany the bid, failing which the bid will not be considered.
5. The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specific training) and commissioned at the expense of the successful bidder, prior to full payment being made.
6. The Department reserves the right to request further technical information from any bidder after the closing date.
7. The Department reserves the right to verify information and documentation of the bidder(s).
8. The Department reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder post award.
9. The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the

The supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid.

- 10. Suppliers are not allowed to deliver a different product other than the one awarded to them.
- 11. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 12. Detailed specifications for the above stated equipment are attached.
- 13. Annexure A: Specifications for the supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

Annexure B: Room Alteration (to be issued on the site Briefing Day)

- 14. A **Compulsory Briefing and Site Inspection. Refer to Tender Bulletin** and Bidders are expected to attend.

The Bid is valid for ninety (90) days after the closing date.

Technical Enquiries : Alina Zono
 Contact : 013 766 18743394
 Administrative Enquiries : Mr. SG Sengwayo
 Contact : 013 766 3333
 Venue : Rob Ferreira Auditorium

RETURNABLE DOCUMENTS

No	Compulsory Returnable Documents	Attached YES / NO
1.	SBD 1 - Invitation to bid.	
2.	SBD 4 – Bidders Disclosure.	
3.	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	

The supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

4.	Bidders are required to be registered with the Government's Central Supplier Database (CSD) and to include their Master Registration Number (Supplier Number) in order to enable the Department to verify the supplier's tax status on the Central Supplier Database.	
5.	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
6.	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
7.	Familiarize yourself and Initial every page of the General Condition of Contract.	
8.	Special Condition of Contract (SCC) must be fully signed and initialed on every page to indicate that the bidder has read and understood the terms and conditions.	
9.	General Condition of Contract (GCC) must be fully signed and initialed on every page to indicate that the bidder has read and understood the terms and conditions.	
10.	The specification document should be signed and dated by the bidder. Each page of the specification document <u>must be initialed</u> . A hash (#) in the weight column of the specification document indicates that an item is an essential requirement, and a bidder will be disqualified if this requirement is not met. The original specification Document should be filled by <u>hand</u> and should not be reproduced or retyped and a bidders will be disqualified if this requirement is not met.	

N.B: BIDDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY RETURNABLE DOCUMENTS ABOVE WILL BE DISQUALIFIED

SUBMISSION OF THE BID DOCUMENT MUST BE BINDED AND IS WITHOUT TEARING ANY PAGES OFF.

EVALUATION METHODOLOGY

BIDDING PROCESS IN TERMS OF PPPFA

Preferential points in terms of PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 80/20 preference point system in terms of which points are awarded to bidder(s) based on:

The supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

Point allocation for price and equity ownership:

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

A maximum of (20) points shall be awarded to a bidder/s in respect of the RDP goals:

In terms of Regulation 4(2) of the Preferential Procurement Regulations of 2022, preference points must be awarded for specific goals stated in the tender. The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to regulation 4(4), the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation 4(3) points must be awarded to a tenderer for attaining their RDP goals achieved in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	05	
Woman	05	
Youth	05	
Persons living with disability	05	

Evaluation in terms of the 80/20 preferential point systems

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) as follows:

- (i) 80/20 point system

Only the bids that meet the requirements in terms of the specification document bids shall be evaluated further in terms of the 80/20 preference points system where **80 points will be used for price only and 20 points RDP goals.**

The supply, Delivery, Installation, Commissioning and Maintenance of Biplane Imaging System for the Catheterization Laboratory (Cath Lab) for Rob Ferreira Hospital in Mpumalanga Province.

The final points to choose the preferred bidder shall be calculated as follows:

$$\left[\text{Ps} = 80 \quad 1 - \frac{\text{Pt} - \text{P min}}{\text{P min}} \right]$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration

Pt. = Comparative price of tender or offer under consideration and

P min = Comparative price of lowest acceptable tender or offer

DECLARATION OF ACCEPTANCE	ACCEPT ALL	DO NOT ACCEPT ALL
<p>If the bidder declares to accept all the Special Conditions mentioned above, please indicate with a tick in the accept all.</p> <p>If the bidder declares not to accept all the Special Conditions, please tick in the do not accept all and provide a reason and proposal for each of the condition not being accepted.</p>		
<p>Comments by bidder:</p> <p>Provide the reasons for not accepting the special condition.</p>		

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

SIGNATURE OF THE BIDDER OR REPRESENTATIVE

DATE

THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF BIPLANE IMAGING SYSTEM FOR THE CATHETERIZATION LABORATORY (CATH LAB) FOR ROB FERREIRA HOSPITAL

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

Item no.	SPECIFICATIONS	Weight	Complies Yes/No	Reference in manufacturer documentation / brochures	Provide your answers in this Column. You are advised to be straight to the point.
1.	CARDIOLOGY				
1.1	Biplane Flat panel detector imaging / C- Arm system for Dedicated Cardiology be fully customized to fit a very wide range of diagnostic and interventional cardiology, adults and paediatrics and electrophysiology procedures. Including: Percutaneous coronary intervention, Congenital heart defect correction e.g Repair of coarctation of the aorta, ASD and VSD, Left Atrial Appendage Occlusion, Percutaneous valve repair & replacement e.g.TAVI procedure & mitral valve repair, Electrophysiology Studies ICD, Pacemaker, Ablation	#			
1.2	High Pressure Injector for cardiology angiography, interfaced with the imaging system. State	#			
1.3	Control room - Computerised workstation	#			

1.4	Dedicated Cardiac Picture Archiving and Communication System (PACS)	#			
1.5	Integrated Intravascular-ultrasound (IVUS) and optical coherence tomography (OCT) which provides detailed and accurate measurements of lumen and vessel size, plaque area and volume, and the location of key anatomical landmarks or similar technology	#			
1.6	Integrated Pressure monitoring system (iFFR and FFR). Integrated iFR to assess whether a stenosis is causing a limitation of blood flow in coronary arteries with subsequent ischemia. Integrated FFR procedure, that can accurately measure blood pressure and flow through a specific part of the coronary artery. (Or similar technology, please state).	#			
1.7	Integrated Hemodynamic system	#			
1.8	Integrated Electrophysiology system	#			
1.9	The Hemo and EP combo systems should utilize a common database and share the same network infrastructure.				
1.10	Latest Technology Integrated Workstation in Control Room	#			
1.11	Latest Technology Integrated Large Screen Monitor in Exam Room	#			
2.	GANTRY SYSTEM				
2.1	A motorised floor-mounted C-arm stand, and motorised ceiling suspended C-arm stand and digital imaging X-ray system (AP and Lat)	#			
2.2	Frontal stand:				
2.2.1	Motorised movements for all stand positions is a requirement.	#			

2.2.2	The depth of the frontal C arm \geq 90cm in order to reach the groin without repositioning of the patient				
2.2.3	C-arm rotation / speed: 120° LAO, 120° RAO up to 25°/s				
2.2.4	C-arm angulation / speed: 45° cranial, 45° caudal up to 25°/s				
2.2.5	For rotational angio - rotation speed \geq 50°/sec. with rotation angle \geq 240°. Frame speeds 15 to 30 and 60 fps.				
2.2.6	Source-image distance 87 - 130 cm for motorized and manual movement				
2.3	Lateral stand:				
2.3.1	Motorised movements for all stand positions is a requirement.	#			
2.3.2	Independent rotation and angulation to provide full caudal and cranial angulations is a requirement	#			
2.3.3	Source-image distance 87 - 130 cm for motorized and manual movement				
2.3.4	Motorised angulation 45° cranial to 45° caudal.				
2.4	Programmable examination positions allows a number of positions that can be stored and recalled per clinical procedure. Please state the number of programmable positions	#			
2.5	Patient protection mechanism to protect the patient from unexpected contact between the detector and the body. Describe the method and state the stand positioning in degrees/sec	#			
3.	PATIENT TABLE				

3.1	A dedicated interventional Cardiac X-ray table, translucent carbon fibre or equivalent for normal catheterization with free floating tabletop, that supports a full range of applications must be included.	#			
3.2	For Trans-radial access, upper extremity angiography, and patient transfer the table must have a pivot function of -90°/+180° or -180°/90°. Please state the range	#			
3.3	Rotation/pivot of patient table with lock mechanism to prevent the table from moving. 90°/+180° or -180°/90°. Please state the range	#			
3.4	Radiation absorption must be less than 1.5 mm Al equivalent at 100kW	#			
3.5	Tabletop length: Minimum 300 cm to provide ample space to place e.g. catheters and guidewires. Please state the tabletop length in cm.	#			
3.6	Height adjustment must be motorised, 70 - 100cm. Please state the range.	#			
3.7	Table must be able to tilt and synchronise to C-arm. State the range of tilt	#			
3.8	Table width: minimum 45 cm ; the table top to be tapered towards the chest area for more flexible C-Arm positioning towards the heart region.				
3.9	Metal free overhang approximately 125 cm	#			
3.10	Floating tabletop movement:				
3.10.1	Longitudinal: Minimum 120 cm	#			
3.10.2	Transversal: Minimum 15 cm	#			
3.10.3	Iso-centric tilt: Trendelenberg + and - 15° (Minimum)	#			

3.11	Table must support patient of at least 200kg. Please state. Allowance for a further 100 kg (for CPR) with tabletop fully extended. If applicable / needed extra CPR stabilizing table support / pole must be included.	#			
3.12	Tabletop must be suitable for angiographic and interventional procedures	#			
3.13	Table accessory set to be included:				
3.13.1	Rail accessory clamps	#			
3.13.2	A patient mattress with a thickness of 5 cm and adapts to the body shape of the patient. Easy to clean	#			
3.13.3	Drip-stand	#			
3.13.4	Arm support to support the patient's arm when a catheter is used for brachial and radial artery access and arm angiography. The support must consist of X-ray transparent material	#			
3.13.5	Arm supports that are design to support the patient's arms comfortably during examinations	#			
3.14	Automatic store and recall position control of C-arm and table height to bring the table back to the original table position without applying additional X-ray dose is a requirement	#			
3.15	All table system controls must be available on the table.	#			
3.16	Tableside controls must be able to be attached on 3 sides of the table (left side, right side and foot end)	#			
4.	X-RAY GENERATOR				
4.1	High frequency microprocessor-controlled generators	#			
4.2	Power must be greater or equal to 100 kW	#			

4.3	State voltage range	#			
4.4	Maximum current ≥ 1000 mA at 100 kV. Please state maximum current in mA	#			
4.5	Must have anatomical programming	#			
4.6	Pulsed X-ray up to 60 frames/s for digital dynamic exposures. Please state the frames/s				
4.7	Pulsed X-ray for pulsed fluoroscopy from 3 to 30 frames/sec for vascular applications. Please state frames/sec.				
4.8	Minimum exposure time: ≤ 1 ms	#			
4.9	State the following:				
4.9.1	Fluoroscopic kV and mA	#			
4.9.2	Acquisition kV and mA	#			
4.9.3	Max. continuous power in fluoro mode	#			
4.9.4	Real time stent enhancement technology	#			
5.	X-RAY TUBE				
5.1	Must have X-ray tube with rotating anode	#			
5.2	Grid-switched pulsed fluoroscopy technology is a requirement	#			
5.2.1	Must have dual focal spot	#			
5.2.2	Anode heat storage capacity must be a minimum of 3000 KHU	#			
5.2.3	State continuous tube cooling rate	#			
5.2.4	State inherent filtration	#			
6.	COLLIMATOR				
6.1	The collimator must facilitate the proper collimation for all proposed applications and adequate filtering for lowest possible skin dose in fluoro and acquisition modes	#			
6.2	Must have rectangular collimation	#			
6.3	Must have semi-transparent blades	#			
6.4	The semi-transparent blades must be able to be rotated.	#			

6.5	The Digital Subtraction Angiography (DSA) semitransparent filters must be able to be rotated independently	#			
6.6	Must have collimation without radiation on Last Image Hold (LIH) image on monitor	#			
6.7	Pre-programmed collimation settings	#			
6.8	Additional filters for dose reduction. Please state	#			
6.9	Automatic or pre-setting of the filters according to the absorption of the patient, or as a function of anatomical programme setting.	#			
6.10	Automatic or pre-setting of the additional filters in fluoro mode or as a function of anatomical programme setting.	#			
6.11	Automatic or pre-setting of the additional filters in acquisition mode or as a function of anatomical programme setting.	#			
6.12	The system must provide feedback on region of interest positioning without using fluoroscopy when the geometry is moved on LIH image to determine a new centre position	#			
7.	DIGITAL FLAT PANEL IMAGE ACQUISITION DETECTOR SYSTEMS				
7.1	Bi-plane / 2 x Dynamic Flat Detectors, which can easily handle complex projections. AP and Lateral systems: Flat panel detectors. State detector size range (must not be bigger than 25 x 25 cm) (High end, High definition)	#			
7.2	Detector Size need to accommodate cardiac interventions. The entire coronary tree must be visualized in a single view with minimal table panning.	#			

7.3	Maximum Field of View : $\geq 25\text{cm}$ diagonal , but not bigger than 30cm diagonal	#			
7.4	Indicate Entry fields range as per defined dedicated cardiac system	#			
7.5	Pixel size in μm . The smaller the better IQ. Please state the pixel size in μm	#			
7.6	Detector bit depth > 14 bits. Please state	#			
7.7	High resolution	#			
7.8	Integrated collision protection to stop gantry automatically. Please describe the technology.	#			
7.9	Removable grid	#			
7.10	Image matrix. State pixels at 16 bits depth	#			
7.11	At least 4 detector zoom fields in cm diagonal square formats. Please state	#			
7.12	Built-in temperature stabilizer or similar technology	#			
7.13	Digital fluoroscopy should be possible at 1024X1024. State frame rate range .				
7.14	At least 3 pulsed fluoroscopy modes must be available	#			
7.15	Single shot exposures must be possible	#			
7.16	Last image hold function and instant transfer of fluoroscopy image, both single image and dynamic, to digital storage on a hard disk with at least 4 GB capacity. State capacity	#			
7.17	Storage capacity of at least 100 000 frames in 1024 X 1024 matrix for immediate access must be available. State capacity	#			
7.18	Separate storage for at least 3000 serial and 600 spot images in 1024 x 1024 matrix on CD-R / DVD-R must be possible. State details	#			
7.19	Backup recording on CD-R DVD-R must also be possible	#			

7.20	Connection for sending images to a laser imager must utilize a digital or DICOM printing environment	#			
7.21	ECG-triggered fluoroscopy must also be included.	#			
7.22	Trace subtracted roadmapping	#			
7.23	Automatic and manual calibration	#			
7.24	FUNCTIONALITY MUST ALSO INCLUDE:				
7.24.1	Measuring of distance, angle and area	#			
7.24.2	Gray scale inversion	#			
7.24.3	Window and centre control	#			
7.24.4	Text annotation	#			
7.24.5	At least 3 X zoom facility required complete with scroll, zoom and cine loop display. State capability	#			
7.24.6	Horizontal (R/L) and vertical (up/down) image flip	#			
7.24.7	Gamma curve selection	#			
7.24.8	Must have multi-frame display with study/series overview	#			
7.24.9	Auto Cine loop through all scenes	#			
8.	INTEGRATED HEMODYNAMIC RECORDING AND INFORMATION SYSTEM. CARDIAC PACS MUST BE SUPPLIED / INCLUDED AND FULLY INTEGRATED INTO THE PACS.				
8.1	Functional requirements & Input Data				
8.1.1	ECG (Real time ECG monitoring with appropriate ECG cables and connections x 3 sets)	#			
8.1.2	Available leads. Please describe	#			
8.1.3	Sampling rate in Hz	#			
8.1.4	Leakage current	#			
8.1.5	Heart Rate Detection rate	#			
8.1.6	A/D Converter resolution	#			

8.1.7	Lead-off detection, number of leads. Describe	#			
8.1.8	Sensitivity	#			
8.1.9	Integrated module in amplifier box	#			
8.1.10	Full in room system operation for measurements, printing of results and vital signs monitoring	#			
8.1.11	Software to calculate Constrictive Pericarditis must be included	#			
8.1.12	Software to calculate Systolic Area Index	#			
8.2	Blood Pressure				
8.2.1	Pressure input channels (At least 2 Channels)	#			
8.2.2	Measurement range	#			
8.2.3	Resolution	#			
8.2.4	Integrated module in amplifier box	#			
8.3	SpO2				
8.3.1	O2 Saturation range in %	#			
8.3.2	Accuracy in %	#			
8.3.3	Integrated module in amplifier box	#			
8.4	Respiration				
8.4.1	For adults, infants and neonates	#			
8.5	Cardiac Output				
8.5.1	Thermodilution method	#			
8.5.2	Measurement range in l/min	#			
8.5.3	Blood temperature in degrees Celsius	#			
8.5.4	Injectate temperature in degrees Celsius	#			
8.5.5	Integrated measurement in amplifier box	#			
8.6	Signal input and Catheter input box				
8.6.1	State mounting location	#			

8.7	Monitors/ Flat Panel Displays: State Number and locations. At least 2 in control room (one for live pressure monitoring and one for analyzing / processing of pressures during procedure without interrupting the live pressure screen) and integrated to big screen monitor inside examination room (live pressure screen). State the following:	#			
8.7.1	Control Room monitors:				
8.7.1.1	Type and size	#			
8.7.1.2	Resolution	#			
8.7.2	Examination Room monitors:				
8.7.2.1	Type and size	#			
8.7.2.2	Resolution	#			
8.8	Post Processing Workstation. Describe functionality in detail.				
8.8.1	Paper printer for the images on the Post processing W/S	#			
8.8.2	3 x doctors viewing stations in consulting rooms at various site to view live imaging. Sites will be pointed out at the compulsory site visit	#			
8.9	Reporting software (in WORD format). Describe fully	#			
8.10	Export of patient exam results in DICOM 3 for storage on PACS	#			
8.11	Interfaces				
8.11.1	Integrated to X-Ray systems. Describe:	#			
8.11.1.1	Transferring patient demographic data to an X-Ray system	#			
8.11.1.2	Receiving of exam and dose report from X-Ray system	#			
8.11.1.3	Remote control of recording functionality at tableside under sterile conditions	#			
8.11.2	Integrated iFFR and FFR system	#			

8.11.3	Integrated Intravascular Ultrasound (IVUS)	#				
8.11.4	Integrated Electrophysiology System	#				
8.11.5	High end and high resolution printer for printing Hemo system results with cartridge refills for the duration of the contract	#				
8.11.6	Barcode reader for entering consumables	#				
8.11.7	Integrated with Dedicated Cardiac PACS and RIS/PACS	#				
8.11.8	System to be accessed from rooms without limiting the functionality of other users (describe)	#				
8.11.9	Images / Pressures to be downloadable for presentations (describe)	#				
8.12	Electrophysiology:					
8.12.1	Fusion of 3D anatomy from pre-procedural cardiac CT or MR scan with real-time 2D. Built-in filter to filter signal interference received from 3D Mapping and Localization Systems such as Carto and ESI System	#				
8.12.2	The segmented CT or MR anatomy must be transferred to a compatible mapping system, allowing navigation of catheters on images with real 3D anatomical detail without using X-ray.	#				
8.12.3	EP- recording system extra-stimulus stimulator	#				
8.12.4	Choices of 32, 64, 96 or 128 true bi-polar channel amplifier should be available					
8.12.5	Support 1k, 2k, and 4k sampling rate	#				
8.12.6	4 Analog Input Channels.	#				
8.12.7	Single analog to digital conversion and fibre optic transmission for superior signals	#				
8.12.8	4 Physiologic stimulator Input Channels.	#				
8.12.9	12-lead ECG Quick Connect cable to simplify setup	#				

8.12.10	Intracardiac Quick Connect cable to simplify setup	#				
8.12.11	Catheter Interface Module. Support up to 224 Catheter Inputs without losing any other signal such as NIBP, ECG, etc. Catheter input modules allowing faster configuration. The system must option an integrated signal acquisition monitoring including HR, SpO2, Pleth Waveform, NIBP, IBP, TDCO.	#				
8.12.12	RF Generator and integrated irrigation pump.	#				
8.13	NETWORKING: Needs to be fully installed and integrated with current hospital system and supplied Cardiac PACS System	#				
8.13.1	DICOM or alternative networking system compatibility(PACS/RIS compatible)	#				
8.13.2	DICOM 3 conformance statement to be included	#				
8.13.3	DICOM Print must be possible	#				
8.13.4	Ability to generate a report post examination	#				
8.13.5	DICOM send (including exporting or transferring images to PACS/RIS)	#				
8.13.6	DICOM query / retrieve	#				
8.13.7	DICOM format recordings ,CD & DVD-R for backup, inclusive of archiving software	#				
8.13.8	Secondary Capture Dose Report function that allow the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format.	#				
9.	DIGITAL IMAGING AND POST PROCESSING					
9.1	The digital imaging system must be of the latest technology and must support all necessary post processing and display features for all dedicated examinations.	#				

9.2	State the image acquisition matrix, bit depth, max. fps					
9.3	State the review and display matrix and bit depth					
9.4	Does the system offered have standard video output for monitor display					
9.5	Fluoroscopy:					
9.5.1	Review and display at pulsed fluoro rates.	#				
9.5.1.1	State the frame rates for each mode	#				
9.5.2	Can the pulsed fluoro mode be used during roadmapping and overlay fading?					
9.6	Acquisition:					
9.6.1	Review and display at fps. State the frame rates in each mode	#				
9.6.2	DSA acquisition, review and display at fps. State the frame rates in each mode	#				
9.7	Must be able to do single image acquisition	#				
9.8	Real-time on-line image harmonization/dynamic density optimization in fluoro and acquisition mode	#				
9.9	Automatic gap filling for flicker free image display for all frame rates	#				
9.10	State the maximum frame speed at which harmonization is supported in real-time	#				
9.11	Parallel acquisition, processing, displaying and storing of runs in the background	#				
9.12	Automatic real time processing including edge enhancement, contrast enhancement, windowing and image filtering	#				
9.13	Zooming, roaming, electronic shutters	#				
9.14	The electronic shutter on LIH must automatically set the collimator blades for the next fluoro or acquisition run	#				
9.15	Free annotation of images	#				
9.16	Evaluations: distance, angle measurement	#				

9.17	Automatic and manual calibration	#				
9.18	Real time auto pixel shift	#				
9.19	Remasking	#				
9.20	Peak opacification min/max	#				
9.21	Image stacking	#				
9.22	Image inversion	#				
9.23	Review of acquired images in slow motion, frame by frame in forward and reverse	#				
9.24	Landmarking: adding the anatomical background to the subtracted image from 0% to 100%	#				
9.25	State image storage capacity for on-line access (hard disc)	#				
9.25.1	for images 1024 x 1024 at 12 bit	#				
9.25.2	for images 512 x 512 at 12 bit	#				
9.26	It must be possible to store fluoro runs (State period for storing fluoro runs)	#				
9.27	Trace subtracted roadmapping	#				
9.28	Standard Angiography	#				
9.28.1	Fluoroscopy, digital angiography as well as digital subtraction angiography acquisition modes are required	#				
9.28.2	Fluoroscopy exposure rates of up to 60 exposures per second are required	#				
9.28.3	Fluoroscopy image processing to include:					
9.28.3.1	Noise reduction spatial filter	#				
9.28.3.2	Signal enhancement spatial filter	#				
9.28.3.3	Recursive filter.	#				
9.28.3.4	Gray-scale processing.	#				
9.28.3.5	Dynamic range compression.	#				
9.29	Fluoroscopic image manipulation to include:					
9.29.1	Image magnification	#				
9.29.2	Image rotation	#				

9.29.3	Image subtraction	#			
9.29.4	Peak hold	#			
9.29.5	Image hold	#			
9.30	Rotational Angiography	#			
9.30.1	Rotational angiography to provide real-time 3D impressions of complex vasculature and the coronary artery tree is a requirement.	#			
9.30.2	Frame rates of at least 0.5-30 frames /second are required. Specify capacity.				
10.	EXAMINATION ROOM MONITORS AND CONTROLS				
10.1	An integrated viewing solution designed to give user full control over viewing in the interventional suite.	#			
10.2	Inside the examination room, there must be ceiling suspension for all monitor that allow free positioning of the monitor around the table side.	#			
10.3	Minimum 58-inch (Large Screen), 8 Mega Pixel colour LCD with LED backlight in the Exam Room, display information up to 8 sources simultaneously, including 3rd party systems	#			
10.4	Adjust and customize viewing lay-outs of the 58-inch colour LCD from table-side module during the procedure	#			
10.5	State the Monitor size	#			
10.6	Must be able to display live images and reference images	#			
10.7	State resolution	#			
10.8	State pixel size	#			
10.9	Full protective screen to protect against any co	#			
10.10	Automatic brightness adjustment dependent on ambient light	#			

10.11	The monitor must also display the following:				
10.11.1	Rotation and angulation values	#			
10.11.2	X-ray tube load status	#			
10.11.3	Selected fluoroscopy mode	#			
10.11.4	Selected detector field of view	#			
10.11.5	Rate and accumulated dose	#			
10.12	The monitor must be on a ceiling suspension that allows free positioning of the monitor around the table	#			
10.13	Functionality to import and export of images from and to the PACS must be available from table side, and be displayed on the monitor in the examination room	#			
10.14	Controls:				
10.14.1	Full control of image display and reviewing must be available at the table	#			
10.14.2	All movements of the C-arm system	#			
10.14.3	All table movements	#			
10.14.4	Image post-processing and quantification	#			
10.14.5	The controls for all fluoro and acquisition modes must be available at the table	#			
10.14.6	The controls for fluoro storage/fluoro grab must be available at the table	#			
10.14.7	The controls for image/scene review and monitor display mode must be available at the table	#			
10.14.8	The archived images must be displayed on the monitors in the examination room	#			
10.15	Examination room:				
10.15.1	There must be an operating modules/console on the patient table that allow control of:				

10.15.1.1	image lay out on the HD monitor in the examina	#			
10.15.1.2	Gantry movements and collimation	#			
10.15.1.3	All fluoroscopy and acquisition mode controls (at table)	#			
10.15.1.4	All fluoro storage and fluoro grab controls (at table)	#			
10.15.1.5	Fluoro loop storage (required as part of main offer)	#			
10.15.1.6	Quantitative Analysis	#			
10.15.1.7	X-Ray settings (Collimation, Projections, Table, Series and Processing)	#			
10.15.1.8	Laser pointer, intended to point at regions of interest on the image monitors	#			
10.15.1.9	Activation of special procedures like rotational angiography (RA) and other advanced interventional tools, at the table side	#			
10.15.1.10	Control hemodynamic system from table side to optimise workflow in the interventional lab by seamlessly integrating the hemodynamic system with the X-ray system.	#			
11.	CONTROL ROOM				
11.1	Integrated workstations and Fluoroscopy monitoring and Hemodynamic Monitoring system with adequate screens needed.	#			
11.2	Dual monitor for hemodynamic system (2 x 22" or better monitors)	#			

11.3	At least two 24" LCD colour monitors, allowing parallel working environment where team members can do two tasks at the same time in the exam room and control room, without interrupting each other. E.g. fluoroscopy/exposure is taking place, a technologist in the control room can instantly review previous images from the same patient, prepare the next exam or finish reporting on another patient. State the inches	#			
11.4	Data and review functions must be controlled by a single keyboard and mouse.	#			
11.5	Able to review processed images.	#			
11.6	Review module with functions, to enable review	#			
11.7	Frame speed settings, fluoroscopy mode, and a	#			
11.8	All of the exam procedure controls at the table must be available at the control panel in the control room.	#			
11.9	Exposure and fluoroscopy settings as Voltage (#			
11.10	Geometry information e.g rotation, angulations,	#			
11.11	Clinical cases must be archived to a local server and exportable to DVD, USB and a PACS. The archive process must be completely automated and customized with settings.	#			
11.12	Customizable system set up for room and patient preparation for each individual physician.	#			
12	RADIATION DOSE SAVING AND DOSE DOCUMENTATION MEASURES				
12.1	There must be comprehensive measures to reduce the applied dose for the patient and the staff. Supply details	#			
12.2	Grid Switch technology	#			

12.3	The system must allow considerable dose reduction by special filters in fluoro and acquisition modes	#			
12.4	List the possible pulsed fluoro frame rates and state the % dose reduction achieved for each frame rate	#			
12.5	Fluoro modes with different system dose settings per pulse, which can be selected by the user on the fly	#			
12.6	Acquisition modes with different system dose settings per pulse, which can be selected by the user on the fly	#			
12.7	The system dose settings to be varied for each listed mode	#			
12.8	Radiation free collimation on the LIH image	#			
12.9	Fluoro frames must be stored for later review and documentation	#			
12.10	Fluoro frames to store automatically to potentially avoid the need for acquisition runs at higher dose	#			
12.11	Systems that do not require test shots to determine the parameters for cine runs will take priority. State method	#			
12.12	The system must offer the automated addition of filters in Cu	#			
12.13	Additional filters set:				
12.13.1	Manually or according to the organ programme only	#			
12.13.2	Automatically for each patient and each angulation	#			
12.13.3	The grid must be removable for paediatrics	#			
12.14	The system should have a measuring chamber for the display and documentation of skin dose and area dose product.				

12.15	The system must provide enlarged display of finest image details at lower dose, State capability	#			
12.16	List other measures offered by vendor for dose reduction to patient and staff	#			
13	AUTOMATIC CONTRAST INJECTOR: (MUST BE INCLUDED)				
13.1	Contrast injector with contrast injection capabilities is required specifically for cardiac, angiographic and other contrast enhanced studies.	#			
13.2	State the brand of the contrast injector offered.	#			
13.3	Must have a user friendly operating panel for overall control of the injection process	#			
13.4	Injector must include:				
13.4.1	Flow rate selection - state range	#			
13.4.2	Facility for multi phased injection - state number of phases possible	#			
13.4.3	Selection of volume to be delivered	#			
13.4.4	Scan delay	#			
13.5	Read out of:				
13.5.1	Volume delivered	#			
13.5.2	Volume remaining	#			
13.5.3	Programming facility	#			
13.5.4	Emergency stop on remote control	#			
14.	STANDARD ACCESSORIES (ALL ACCESSORIES MUST BE INCLUDED AS STANDARD AND INCLUDED IN TENDER PRIZE)				
14.1	Hand end holder for radial approach				
14.2	Arm rests for standard femoral and radial procedures	#			
14.3	IV bottle holder	#			

14.4	Clips for ECG Cables (x3)	#				
14.5	Handles with support	#				
14.6	Surgical LED theatre light	#				
14.7	Radiation shields all around the table	#				
14.8	Ceiling mounted radiation shield and table mounted radiation shield	#				
14.9	160 kVA Inline UPS (Provide full details) Min 30 min full Acquisition power	#				
14.10	Advanced clinical tools	#				
14.11	PCI procedures	#				
14.12	Enhancement of Stent visualisation in coronary , showing the deployed stent in relation to the vessel wall, in real time. Describe the capability of the system offered. A comprehensive response is required. (e.g. stent boost)	#				
14.13	Bi Plane Left Ventricle analysis (LVA)	#				
14.14	Quantitative Coronary Analysis (QCA)	#				
14.15	Overlay of a coronary roadmap on live fluoroscopy (Or similar technology) is required to reduce contrast medium during navigation of a device.	#				
14.16	Congenital heart defect correction e.g Repair of coarctation of the aorta:	#				
14.17	High-resolution 3D reconstructions generated from rotational angiogram run and single contrast injection vascular to supports accurate assessment of vascular pathologies	#				
14.18	Dynamic 3D Roadmap to navigate inside the 3D vascular volume to find access easily in tortuous vascularity	#				
14.19	Overlay roadmap on previously acquired MR and CT angiography datasets on live fluoro image to reducing the need for additional X-ray dose and contrast medium	#				

14.20	Transcatheter aortic valve replacement or implantation (TAVR/TAVI) , mitral valve replacement, left atrial appendage closure (LAAC)	#				
14.21	Automatically segmentation of heart chambers ,anatomical structures, landmark and anatomical planes from previously acquired DICOM compliant CT datasets to assist with planning the intervention, safely navigating the device through anatomy and deploying the device in the correct position.	#				
14.22	Real time imaging product that supports the procedure by combining both X-ray and 3D TEE echo via a high speed live 2D and 3D digital connection between the Echo unit and the imaging system. (or similar technology)	#				
15	OTHER REQUIREMENTS					
15.1	Ceiling and floor reinforcement	#				
15.2	Lead proofing of the theatre	#				
15.3	Inline uninterrupted power supply unit	#				
15.4	Company to supply and maintain required and appropriate Air Conditioning to cool the imaging system	#				
15.5	Tenderer to supply 10 lead aprons	#				
15.6	Tenderer to supply 10 lead spectacles	#				
15.7	Tenderer to supply lead protection screens	#				
15.8	Tenderer to supply 10 lead thyroid shields	#				
15.9	An additional monitor must be installed for real time remote viewing room of the Head of Department of Cardiology	#				
16	BUILDING ALTERATIONS & INSTALLATION					

16.1	A separate quotation must be supplied for the building alterations necessary which, will eventually form part of the total bid price.	#			
16.2	a) Construction alterations (specify)	#			
16.3	b) Air conditioning (specify)	#			
16.4	c) Electrical alterations (specify)	#			
16.5	Bidder must inspect the site for installation and must quote for any building alterations that need to be made to accommodate the equipment offered. Bidder must be responsible for all building, air conditioning, electrical, mechanical and plumbing alterations. A detailed plan of all the building alterations to be included in the quotation.	#			
17	STANDARDS AND SAFETY				
17.1	Should be FDA or CE approved product	#			
17.2	The Bidder must be registered with the South African Health Products Regulatory Authority (SAHPRA) and the licence must be attached.	#			
17.3	The unit must comply with an acceptable international electrical safety standard such as IEC 60601-1 / IS-13450 (attach certification).	#			
17.4	Please provide unique ref number of the ISO 13485 certificate	#			
17.5	The unit being quoted for must be certified in terms of European declaration of conformity (attach a copy of certification).	#			

17.6	All electrical/electronic medical equipment must be licensed by Radiation Control. The license must be registered under the bidders name or a letter of authorisation from the license holder must be submitted where the license is not in the name of the bidder. The bidders that neglect to submit a license will not be considered.	#				
17.7	A copy of a valid license issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the tender. Failure to submit such a valid license may result in a tender not being considered.	#				
17.8	The equipment bid for must be protected against electromagnetic interference.	#				
17.9	Safety aspects of Radiation dosage leakage should be spelt out	#				
17.10	The unit must have a Dose Area Product Meter (D.A.P. Meter)	#				
17.11	Must be the latest model - State the manufacture date of the latest model on the range offered (It must not be older than 5 years). provide proof	#				
17.12	The bidder must state the lifespan of the equipment (preferably minimum 10 years).	#				

17.13	Spare parts must be guaranteed available for the specified lifespan of the equipment, with a minimum of ten years. A firm written confirmation from the original equipment manufacturer must be attached.	#			
17.14	The machine's software must be updatable.	#			
17.15	The Bidder must have an install base for the unit tendered for. Supply a list of institutions and machines (reference) currently installed in Government or Non Government institutions within South Africa.	#			
17.16	The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted for in this bid. A starter pack of all essential accessories & cleaning detergents must be supplied so that the unit can be put into immediate operation.	#			
17.17	Equipment care manual or leaflet with clear instructions must be provided.	#			
17.18	A Quality Assurance manual and log books must be provided.	#			
17.19	Each page of the specification must be signed.	#			
18	GUARANTEE & MAINTENANCE				
18.1	No part shall be second hand or refurbished.	#			

18.2	Safety aspects of Radiation dosage leakage should be described.			
18.3	<p>All equipment, materials and workmanship provided under this contract shall be unconditionally guaranteed for a minimum period of twenty four (24) months, including the vacuum products (x-ray tube, monitors etc.) and the QA Tests, from the date of commissioning.</p> <p>All costs associated with any preventative and safety inspection required during the warrantee period or any quality assurance test required during the warrantee period shall be included in the contract.</p>	#		
18.4	The Bidder must supply a planned maintenance programme, projected on a year-by-year basis for 5 years after expiration of the warranty period as stated above. The bidder must state the cost for the up front maintenance contract for 5 years after the expiry of the warranty period.	#		
18.5	Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment.	#		

18.6	It must be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this bid. Specify any consumables required.	#			
18.7	Callout and backup service must be available daily for 24 hours/ 7 days.	#			
18.8	Technicians must be qualified and factory equivalent trained to deal with service, repair and calibration of the equipment bid for. NB: Proof of equipment specific factory (or equivalent) training must be submitted with this bid.	#			
18.9	If the Quality Assurance (QA) Service is sub-contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid. Please state sub-contractor.	#			
18.10	The technicians must be directly employed by the Bidder, state if the technicians are in the direct employ of the bidder. Please provide proof (e.g.appointment letter).	#			
18.11	Qualified technicians, who specialize in the above mentioned system, must be available on-site to carry out the necessary services within 24 hours after a call has been logged.	#			
18.12	State lifespan and end of support date of the equipment offered.	#			
19	TRAINING				

19.1	The end-user training must be provided by the successful bidder in the operation of the unit at no extra cost.	#			
19.2	On-site training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week required. Training schedule must be discussed with the end user. (Adequate notification of the scheduled date(s) of this training must be provided to ensure that all pertinent staff will be able to attend. A clear signed schedule of what was trained on must be made available before payment).	#			
19.3	The successful bidder must arrange for an acceptance test of the equipment. A copy of the acceptance test results must be forwarded to the Institution.	#			
19.4	Application specialist must train all users on an on-going basis at no additional cost.	#			
19.5	A Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language must be submitted on delivery of the unit.	#			
19.6	The bid submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer.	#			
20	GENERAL INFORMATION REQUIRED				
20.1	Make:	#			
20.2	Model:	#			

20.3	Country of Origin					
20.4	Regional Agent					
20.5	Delivery Period					
20.6	The Bid Price should be firm for 90 Days					
20.7	Bidder					
20.8	Signature & Date					
20.9	Physical Address					
20.10	Contact Person					
20.11	Telephone Number					
20.12	Fax Number					
21	SUMMARY OF PRICES					
21.1	The total bid price must include the 2 year warranty as stated above.				#	R
21.2	Cost of full comprehensive five (5) year preventative maintenance, service and repair contract as per paragraph 18.4.				#	R
21.3	Cost of building alterations including airconditioning system				#	R
21.4	GRAND TOTAL (including 21.1 + 21.2 + 21.3)				#	R

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	5	
Woman	5	
Youth	5	
Persons living with disability	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

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

Two empty text boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)