



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

BID NUMBER: CHTRV PT14/2025 CLOSING DATE: FRIDAY, 12 DECEMBER 2025 CLOSING TIME: 11:00 AM

**FOR A MULTIPLE SUPPLIER BID FOR THE SUPPLY AND DELIVERY OF NUCLEAR MEDICINE
RADIOPHARMACEUTICAL CONSUMABLES TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED
CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A THREE (3) YEAR PERIOD.**

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

BID DOCUMENTS MUST BE POSTED
DEPOSITED IN THE BID BOX MARKED
"TENDER BOX" SITUATED IN:

**TYGERBERG HOSPITAL
1ST FLOOR, ADMINISTRATION BUILDING
(OPPOSITE THE SPIRAL STAIRCASE)
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN**

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

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.
2. You are therefore invited to bid for a multiple supplier bid for the supply and delivery of nuclear medicine radiopharmaceutical consumables to Groote Schuur hospital, Tygerberg Hospital and Red Cross War Memorial Children's Hospital for a three (3) year period. Prices must be consolidated onto the relevant WCBD3.1/2 forms, as this will serve as the bidder's official offer.
3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Mr C. Miggel (021) 938 5269, or email: Tbh.BidsDepartment@westerncape.gov.za or, Ms. RJ Janda at (021) 938 4765 or email Tbh.BidsDepartment@westerncape.gov.za / Mr A. Silimela at (021) 938 4980, or email: Tbh.BidsDepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours **Monday to Friday from 07h00 till 15h00, 5 days a week excluding public holidays**.
4. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**
5. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other that indicated on the envelope.
6. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.**

Contractor to initial.....

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<u>CHECKLIST</u>	<u>COMPLETED</u>
WCBD 1	
SPECIFICATIONS	
WCBD 3.1	
WCBD 4	
WCBD 6.1	
OCCUPATIONAL HEALTH AND SAFETY CERTIFICATE	
PAMPHLETS, BROCHURES, AND TECHNICAL DATA SHEETS	
GENERAL CONDITIONS OF CONTRACT	
FLASH DRIVE (EXCEL VERSION OFFER MUST BE PROVIDED TOGETHER WITH HARD COPY OF BID DOCUMENT)	

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PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE TYGERBERG HOSPITAL (TBH)					
BID NUMBER:	CHTRV P14/2025	CLOSING DATE:	FRIDAY, 12 DECEMBER 2025	CLOSING TIME:	11H00am
DESCRIPTION	FOR A MULTIPLE SUPPLIER BID FOR THE SUPPLY AND DELIVERY OF NUCLEAR MEDICINE RADIOPHARMACEUTICAL CONSUMABLES TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A THREE (3) YEAR PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT TYGERBERG HOSPITAL IN THE ADMINISTRATION BUILDING					
TYGERBERG HOSPITAL					
1ST FLOOR, ADMINISTRATION BUILDING (OPPOSITE THE SPIRAL STAIRCASE)					
FRANCIE VAN ZIJL DRIVE					
PAROW, CAPE TOWN, 7500					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr C Miggel		CONTACT PERSON	Mr J. Oliver	
TELEPHONE NUMBER	021 938 5269		TELEPHONE NUMBER	Enquiries in writing	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tbh.BidsDepartment@westerncape.gov.za		E-MAIL ADDRESS	Tbh.BidsDepartment@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS Pin	AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No					

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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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.

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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

NAME AND SURNAME OF BIDDER:

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

DATE:

Contractor to initial.....

1. Instructions for Completing Bid Documents

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	NOTES	
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page.		
4. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
5. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
6. Submit the bid in hard copy.		
7. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
8. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
9. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered		
10. Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process		
11. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		

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WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS
TYGERBERG HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS:

FOR A MULTIPLE SUPPLIER BID FOR THE SUPPLY AND DELIVERY OF NUCLEAR MEDICINE RADIOPHARMACEUTICAL CONSUMABLES TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A THREE (3) YEAR PERIOD.

BID NUMBER: CHTRV PT14/2025

NAME OF BIDDING COMPANY.....
NAME OF PRODUCT OFFERED.....
NAME OF BIDDER / CONTACT PERSON
CONTACT NUMBER.....(w)..... (cell)

NOTE: SHOULD THE ITEM OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE "DETAILS OF OFFER" SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

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<p>NOTE: BIDDERS MUST SPECIFY THE DETAILS OF THEIR OFFERS IN THE COLUMN ON THE RIGHT. IN RESPECT OF PARAGRAPH WHERE THE BIDDER STRICTLY COMPLIES WITH THE SPECIFICATION REQUIREMENT, THE WORDS "AS SPECIFIED" MUST BE INSERTED NEXT TO THE PARAGRAPH. IN CASES WHERE THE BIDDER DOES NOT STRICTLY COMPLY WITH THE SPECIFICATION REQUIREMENT, THE NATURE OF DEVIATION MUST BE STIPULATED NEXT TO THE APPLICABLE PARAGRAPH. WHERE THE SPACE IS INSUFFICIENT, THE DETAILS MAY BE ANNEXED BUT MUST BE PROPERLY REFERENCED. SIMILARLY, WHERE THE BIDDER IS REQUESTED TO SUBMIT CERTAIN DOCUMENTATION.</p>		<p>REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"</p>
1.	SCOPE	
1.1	This specification establishes the requirements for FOR MULTIPLE SUPPLIER BID FOR THE SUPPLY AND DELIVERY OF RADIOPHARMACEUTICAL CONSUMABLES TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A THREE (3) YEAR PERIOD.	
2.	SPECIFICATIONS AND REQUIREMENTS:	<p>REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"</p>
2.1	The scope of supply comprises radiopharmaceuticals, pharmaceutical cold kits, radionuclide generators, and associated consumables for use in the Nuclear Medicine Divisions at Groote Schuur Hospital, Tygerberg Hospital, and Red Cross War Memorial Children's Hospital. This includes the provision of cold kits for radiolabelling with radionuclides such as Technetium-99m, Fluorine-18, Gallium-68, and Lutetium-177, as well as the supply of labelled radiopharmaceutical doses of commonly used diagnostic radionuclides. In addition, therapeutic radionuclides including Yttrium-90, Rhenium-188, Rhenium-186, and Lead-212 form part of the supply scope. The contract further extends to the provision of radionuclide generators, specifically Molybdenum-99/Technetium-99m (⁹⁹ Mo/ ^{99m} Tc) and Germanium-68/Gallium-68 (⁶⁸ Ge/ ⁶⁸ Ga), along with the essential consumables required for preparation, quality control, and clinical administration.	
2.2	The consumables offered shall comply with or exceed all the minimum performance specifications as indicated below, supported by factory-supplied product specification / brochures.	
2.3	Descriptive literature, pamphlets, brochures, technical & material data sheets and all evidence of the required quality standards certification applicable to the offer shall accompany the bid offer, failing which the offer shall not be considered.	
2.4	Bidders should provide details only for items within specification for which they can ensure a continued supply.	
2.5	Suppliers are required to submit a copy of their current pricing schedule for each item along with the bid.	
2.6	Product samples must be provided by the supplier, upon request of the bid evaluation committee, within an agreed-upon timeframe.	
2.7	The Nuclear Medicine Divisions reserve the right to select products and suppliers based, inter alia, on delivery dates, reference dates and how these fit into the division's work schedules.	
2.8	Should the bid evaluation committee deem it prudent to award an item to multiple suppliers as a multiple award, they have the mandate to do so.	

Contractor to initial.....

2.9	<p>Please make your offer (excel spreadsheet) on a Flash drive. An excel spreadsheet template will be supplied on the eTender website for you to download and complete. This submission of the Excel bid document template to be submitted on the flash drive is mandatory and MUST accompany your bid offer. In the case of a difference in your offer between the bid document and the excel version of the submission (on the flash drive) , the Excel version will take precedence.</p>	
3.	<p>APPLICABLE DOCUMENTATION</p>	
3.1	<p>The following documentation will form part of the specification, and the successful Bidder must guarantee that it will comply with the standards as set in the present and future relevant legislation including but not limited to the following:</p>	
3.2	<p>General Conditions of Contract (GCC)</p>	
3.3	<p>Hazardous Substances Amendment Act 53 of 1992 (if applicable)</p>	
3.4	<p>SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION: Valid certified copy of SAHPRA certificate as a manufacturer, distributor, or wholesaler of medical devices and IVD's must be included in your bid offer. A Valid Medicines Control Council certificate may also be considered. Failure to complete and submit the above documents will invalidate your bid.</p>	
3.5	<p>If and when SAHPRA indicates that registration of a product(s) is not required (such as the case for products which are supplied under a Section 21 license), proof in writing to that effect must be obtained from the SAHPRA. A valid certified copy of this letter shall be provided in bid documents submitted by the closing date and time of the bid.</p>	
3.6	<p>Any other documents that may be required to fulfil national regulations to comply with all Health and Safety standards as promulgated.</p>	
3.7	<p>South African Bureau of Standards – SANS/CKS REPORTS</p>	
3.8	<p>The South African Bureau of Standards (SABS) has changed the prefix of its reports to SANS, e.g. SANS1417:2006 for SABS1417:2006. The testing body, however, is still referred to as SABS and SABS mark remains unchanged.</p>	
3.9	<p>Please note that SABS/SANS reports are not required for this bid. The information above is given for the purpose of general requirements by the Department, should SANS report be required for other bids.</p>	
4.	<p>STERILITY STANDARDS</p>	
4.1	<p>Sterility certificates must be provided by bidders to confirm the compliance of their sterilizing facilities (physical buildings/structures where products are sterilized) to the prescribed standard. These certificates are mandatory, as the influx of products from emerging markets has increased the need for the Department to safeguard patients against acquired infections. Failure to submit these documents may invalidate your bid. This requirement is applicable to the following sterility standards.</p> <ul style="list-style-type: none"> • ISO17665-1:2006/ SANS 17665-1:2007 (previously ISO11124) and/or EN Harmonizing standard for steam - for steam sterilisation • ISO11125 - for ethylene oxide (ETO) sterilisation • ISO11137 - for gamma sterilisation 	
4.2	<p>SABS sterility refers to, and is entrenched in the SABS' standards testing, which is performed by SABS' Microbiology Division on sterile products only. After laboratory testing, a product is sent to the Microbiology Division, where the sealed, sterile product is placed in an incubator for 5 days and then inspected to determine if the growth of gram-negative organisms (e.g. Staphylococcus Aureus) has been isolated. A product must pass this test.</p>	

Contractor to initial.....

4.3	Where the supplier of the sterilized products is also the manufacturer, a valid, certified copy of the certificate of compliance (validation) in terms of the latest edition of the following international standards must be included in your bid documents.	
4.4	International medical directives (e.g. CE) are unacceptable as the Department has no access to the contents of any directives issued by standards authorities in other countries.	
4.5	Where the supplier of sterilized products is not the manufacturer or does not sterilize in terms of the ISO standards mentioned, an accredited/approved sterilization facility must issue a certificate of validation which must accompany the bid, to verify that products submitted for the bid comply with the relevant ISO standards.	
4.6	Validation from any other ISO certified facility is acceptable, provided that a valid, certified copy of the standards is included in your bid documents.	
4.7	Bidders shall provide valid, certified proof of agreement with any of the above facilities that all awarded items will be validated for the duration of the contract, including extension periods	
4.8	<p>Sterile offers must comply with the following packaging requirements, and the sterilisation information below must appear on the immediate packaging of all sterile offers. Failure to comply with this requirement will invalidate your offer.</p> <ul style="list-style-type: none"> • Sterilisation process indicator – must appear on outer or immediate packaging • Sterilisation method, e.g. ETO, steam, etc. – must appear on outer and immediate packaging • Expiry date - must appear on outer and immediate packaging 	
5	MANUFACTURING STANDARDS	
5.1	All items in this bid require a valid, certified copy of ISO9001 and/or ISO13485	
5.2	If your company uses more than one manufacturer, valid, certified copies of manufacturing standards for each facility and country where products are manufactured or from where they are sourced must be included in your bid documents.	
6	TRANSPORT OF RADIOACTIVE GOODS	
6.1	All bidders must be in possession of a “convey” or “cause to convey” license issued by SAHPRA for the transport of radioactive materials as per the document code: SAHPGL-RDN-RN-14.	
7	REQUIREMENTS	
7.1	The consumables shall be fully functional, which shall include all the aspects as identified in the clauses below:	
7.2	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause.	
7.3	The Bidder shall provide a clear pricing schedule, with a price breakdown per item, per year and a total price (including vat).	
7.4	The Bidder shall clearly indicate if their offered product exceeds the stated requirement by noting with proof “Above specification” next to the corresponding clause.	
7.5	All responses shall be clear and legible.	
7.6	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid.	
7.7	The Bidder shall adhere to all Special conditions.	
7.8	Any exclusions must be listed and priced on a separate pricing schedule	
7.9	Any requested options and optional extras shall be clearly defined, and a separate pricing schedule shall be provided by the Bidder;	

Contractor to initial.....

7.10	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer.	
7.11	If the products offered are unknown to the Department, the Department reserves the right to have the units evaluated by a team of technical and clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the acceptance or non-acceptance of the units. For this reason, a demonstration unit shall be readily available, or the Bidder shall take representatives of the Department to a site where a similar unit is installed and in clinical operation. The cost for this site visit is for the account of the Bidder, and it shall not place any obligation on the Department to procure from this specific Bidder;	
7.12	Any new or replacement products must meet or improve on the diagnostic performance and/or therapeutic outcomes of the products or radiopharmaceuticals currently in use by the Nuclear Medicine divisions	
7.13	All supplied radiopharmaceutical products must meet the quality control requirements of either the European Pharmacopoeia, British Pharmacopoeia or the United States Pharmacopoeia.	
7.14	All supplied radiopharmaceuticals must be registered with the South African Health Products Regulatory Authority (SAHPRA) or approved for use under a section 21 dispensation.	
7.15	For pre-dispensed radiolabelled doses, the dose must be labelled with a technetium-99m generator which has been registered with SAHPRA or used under a valid Section 21 dispensation.	
7.16	All bidders must have a valid manufacturing or supplier licence issued by SAHPRA.	
7.17	All bidders must have a valid license covering all aspects of the transport and supply of radioactive materials issued by SAHPRA.	
8	DELIVERY LOCATIONS	
8.1	Goods are required to be delivered to the respective Nuclear Medicine Department at the institutions under the control of the Department of Health, Western Cape Government in such quantities as may be ordered from time to time. It is essential that adequate stock is always available for the department.	
9	MANUFACTURE/SUPPLY AGREEMENT	
9.1	If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) against this bid, and that if you are awarded this bid, they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health for the period indicated in the bid document.	
9.2	If you are not the manufacturer(s) or supplier(s) of an items offered in this bid, it is your responsibility to notify the tender management committee in writing should you become unable to continue supply to the department of health, offering a suitable alternative should one be available.	
9.3	In the event that an item(s) is discontinued and a suitable alternative cannot be obtained, it is the responsibility of the bidder to communicate this to both the end-user (Nuclear Medicine departments) and supply chain (Tygerberg Hospital) in writing.	
10	DELIVERY	
10.1	Products shall be delivered within a time frame agreed upon between both the bidder and nuclear medicine department of receipt of the first order.	
10.2	The bidder shall ensure the integrity of the goods while in transit.	
10.3	For items which require cold-chain transport, it is the responsibility of the bidder to ensure suitable cold-chain management is maintained and to provide the department with proof of cold chain management on request.	

Contractor to initial.....

10.4	Any loss of goods in transit, whether due to theft, accidental damage, or physical damage, shall be the sole responsibility of the bidder, who will be required to arrange for immediate replacement.	
10.5	<p>Bidders will be obliged to deliver stock in accordance with the Department's delivery conditions in the WCBD 3.1/2 (bid specification). A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states</p> <ul style="list-style-type: none"> • It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power. • However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. ...If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request. 	
11	ORDERING RESTRICTIONS	
11.1	Departments shall not be restricted to minimum order quantities, unless otherwise stated.	
11.2	Should the bidder restrict the department to minimum order quantities, the end-user and supply chain must be furnished with written documentation detailing the reason as to the restrictions.	
12	QUANTITIES	
12.1	The quantities reflected in the bid forms are quantities specified but not guaranteed and will be determined solely by the requirements of nuclear medicine division of each respective hospital.	
13	PRICING	
13.1	Bidders are requested to provide price estimates PER VIAL for radiopharmaceutical cold kits even if they are only available in a specified pack size.	
13.2	Bidders are requested to state each pack size and quote per pack size for items which are only supplied as a pack.	
13.3	Bidders are requested to state the average radioactive content range (in Bq or Ci) for a prepared dose.	
13.4	All prices quoted MUST be inclusive of all transport costs including delivery and removal (in the case of technetium-99m generators).	
13.5	<p>Bid prices shall be quoted net and VAT inclusive. Bidders intending to quote a price less a discount must deduct the discount and then insert the net bid price in the space provided. Bidders who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule:</p> <p>Discount on individual orders of:</p> <p>R1000 – R5000 in value:%</p> <p>Over R5000 – R10 000 in value:.....%</p> <p>Over R10 000 in value:.....%</p>	

Contractor to initial.....

13.6	Please make your offer (excel spreadsheet) on a Flash drive. An excel spreadsheet template will be supplied on the eTender website for you to download and complete. This submission of the Excel bid document template to be submitted on the flash drive is mandatory and MUST accompany your bid offer. In the case of a difference in your offer between the bid document and the excel version of the submission (on the flash drive) , the Excel version will take precedence.	
14	FIRM PRICES	
14.1	Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.	
14.2	Different bid price structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid either fixed bid prices for various periods (three tier prices/year 1, 2 and 3), subject to the applicable variations or bid only one price (a flat rate) for all three years, subject to ROE only.	
14.3	For bid purposes, the Department considers prices subject to exchange rate variations as firm. Where the prices of supplies offered will be affected as a whole or partially by a variation in exchange rates and bidders are not in a position to absorb the effect, bids at prices subject to exchange rate variations will be considered. In the absence of any indication of exchange variation, it will be accepted that no adjustment as a result of exchange rate variation will be claimed	
14.4	No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three monthly. Only exchange rate claims made within 60 days of delivery will be considered.	
14.5	If the items/supplies comprise of wholly or partially imported content, please indicate whether the prices are subject to exchange rate variations. Indicate your option (Yes/No)	
14.6	If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1/2, Paragraph B	
14.7	The rate of exchange used at the time of bidding must be indicated.	
14.8	Bidders are required to use the RSA Reserve Bank exchange rates at the time of bidding.	
14.9	The date on which the rate of exchange was calculated must be clearly stated.	
14.10	Bidder pricing schedule across the Year 1, Year 2 and Year 3 must account for fluctuations in the exchange rate within an acceptable limit.	
14.11	The value of the imported components/raw materials used in the manufacture/assembly of the supply/item must have its value expressed as an actual value in the bid. Please note that the maximum percentage imported content that can be claimed is 85% with the remaining 15% being regarded as profit and overheads.	
14.12	Please note that if the ZAR should strengthen against the foreign currency, the department reserves the right to claim such monies from the contractor.	
15	NON-FIRM PRICES	
15.1	If prices are not firm; please submit full particulars of the basis on which changes in the contract prices will be calculated.	
15.2	No price adjustments will be considered, however before 3 months of the contract period have expired. After that, adjustments will be considered at the utmost three monthly	
16	PAYMENT	
	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in	

Contractor to initial.....

16.1	Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order shall be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
16.2	Payment shall be 30 days from receipt of invoice.	
17	NEGOTIATIONS	
17.1	The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery should it be deemed necessary.	
18	GENERAL	
18.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Western Cape Department of Health reserves the right, in its sole discretion:	
18.2	To withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process	
18.3	To amend the bid process, closing date or any other date at its sole discretion;	
18.4	To cancel the bid or any part of the bid before the bid has been awarded	
18.5	Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,	
18.6	Not to award the bid to the highest points or lowest price,	
18.7	To reject all responses submitted and to embark on a new bid process	
18.8	To amend the bid process, closing date or any other date at its sole discretion;	
18.9	To cancel the bid or any part of the bid before the bid has been awarded	
18.10	Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,	
19	QUALITY COMPLIANCE	
19.1	Random samples will be collected at the discretion of the institutions to conduct quality compliance testing throughout the contract period.	
20	STATEMENT OF SUPPLIES AND SERVICES	
20.1	Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.	
21	LATEX, DEHP, LEAD AND MERCURY	
21.1	Bidders/contractors are to submit verification reports of all items specified to be free of latex, [Di(2-ethylhexyl) phthalate]] DEHP, lead and mercury.	
22	CLINICAL EVIDENCE	
22.1	The Department reserves the right to request clinical evidence of safety and efficacy of any supplied product or medical device if/ when required.	
22.2	Bidders must ensure that these documents are readily available upon request by the department of health's head office. Failure to produce these documents will invalidate your bid/contract.	

Contractor to initial.....

23	LATEX, DEHP, LEAD AND MERCURY																
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25	DELIVERY OF ORDERS																
	The delivery of orders shall be made to the following institutions under the control of the department of health:																
	<table border="1"> <tr> <td>Groote Schuur Hospital</td> <td>Tygerberg Hospital</td> <td>Red Cross War Memorial Children's Hospital</td> </tr> <tr> <td>Main Road</td> <td>Francie Van Zyl Drive</td> <td>Klipfontein road</td> </tr> <tr> <td>Observatory</td> <td>Parow</td> <td>Rondebosch</td> </tr> <tr> <td>Cape Town</td> <td>Cape Town</td> <td>Cape Town</td> </tr> <tr> <td>7925</td> <td>7500</td> <td>7700</td> </tr> </table>	Groote Schuur Hospital	Tygerberg Hospital	Red Cross War Memorial Children's Hospital	Main Road	Francie Van Zyl Drive	Klipfontein road	Observatory	Parow	Rondebosch	Cape Town	Cape Town	Cape Town	7925	7500	7700	
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Cape Town	Cape Town	Cape Town															
7925	7500	7700															

SPECIFICATIONS

26	RADIONUCLIDE GENERATORS AND GENERATOR CONSUMABLES	
26.1	<p>molybdenum-99/technetium-99m generator</p> <ul style="list-style-type: none"> • Self-contained unit appropriately shielded to minimize radiation exposure. • Expiration date of the generator should be a minimum of 7 days from the reference date. • Sufficient consumables must be supplied with the generator so that it can be eluted a minimum of 5 times before the expiry date. • The user must be able to change the calibrated activity ordered within a maximum of 10 days' notice prior to delivery • The generator shall deliver an eluate which is sterile, pyrogen free, preservative free, oxidant free and has a high specific activity. • The generator eluate must satisfy the USP requirements for aluminium content < 10 µg/mL. • The generator eluate shall be compatible with commercially available technetium-99m radiolabelling cold kits. • The generator dimensions shall be of an appropriate dimension to fit into commercially available biological safety cabinets, fumehoods, hot cells or isolators. • The bidder shall supply the committee with a list of available generator sizes (in MBq or Ci) and the cost of each. • Cost of the generator shall include delivery, storage and removal. 	

Contractor to initial.....

26.2	<p>Technetium-99m eluate for radiolabelling (bulk technetium-99m solution)</p> <ul style="list-style-type: none"> • Sterile, pyrogen free solution for labelling cold-kits. • Technetium-99m solution shall be supplied from a registered ⁹⁹Mo/^{99m}Tc-generator. • Technetium-99m solution shall not contain any preservatives, bacteriostatic, bactericidal or virucidal which adversely affect radiolabelling. • Solution shall be sterile and suitable for direct intravenous or parenteral injection. • Supplier to provide price per MBq. • Supplier to state average radioactive content range of dose. 	
26.3	<p>Elution vials</p> <ul style="list-style-type: none"> • Sterile and pyrogen free • Shall provide a sufficient vacuum to elute the generator. • Shall not contain a bactericidal/bacteriostatic agent. • Shall be compatible with most commercial molybdenum 99/technetium-99m generators. • Shall be supplied in volumes of 10 – 30 mL dependent on departmental needs. 	
26.4	<p>Vials or other devices for preserving the sterility of the generator needle</p> <ul style="list-style-type: none"> • Sterile and pyrogen free. • Shall not contain any bacteriostatic/virucidal. • Shall not adversely affect ⁹⁹Mo/^{99m}Tc-generator elution or eluate. 	
26.5	<p>Saline vials</p> <ul style="list-style-type: none"> • Sterile and pyrogen free 0.9% sodium chloride. • No contaminants in the solution which may affect radiolabelling. • A sufficient volume to allow complete elution of technetium-99m ingrowth from the molybdenum-99/technetium-99m generator. • Supplied as either a multidose or single use vial. • Supplied in accordance with the generators specific needs. 	
26.6	<p>Sterile evacuated vials</p> <ul style="list-style-type: none"> • Sterile, pyrogen free. • Evacuated/ vacuum sealed. • Multidose or single use. • Can be sterilized by autoclaving. • Made of a material which radionuclides do not readily adhere to. • Supplier to state the volume(s) of vials for quotation. 	
26.7	<p>Germanium-68/Gallium-68 generator 1850 MBq</p> <ul style="list-style-type: none"> • Generator must be self-contained unit for the supply of gallium-68. • The unit must be appropriately shielded to minimize radiation exposure. • The generator shall deliver an eluate which is sterile, pyrogen free and contains a high specific activity of gallium-68. • The eluate produced must have a germanium breakthrough level less than 0.001%. • Shall have an activity in the range of 1850 MBq. • Shall have an expiry date of at least 8 months after the calibration date. • The radioactive yield of the eluate should not be less than 80% of the calibrated activity. <p>Not less than 80% of the total gallium-68 radioactive yield should be available in 5 mL of eluate.</p>	

Contractor to initial.....

27	COLD-KITS FOR RADIOLABELLING	
27.1	<p>Hepatobiliary imaging agent – diisopropyl iminodiacetic acid (DISIDA)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 4 hours after reconstitution. • Product to be supplied in multidose vials. • The agent must be suitable for imaging the hepatobiliary system. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-DISIDA is also required, and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia 	
27.2	<p>Hepatobiliary imaging agent – bromotrimethyl iminodiacetic acid (Mebrofenin)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 4 hours after reconstitution. • Product to be supplied in multidose vials. • The agent must be suitable for imaging the hepatobiliary system. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-Mebrofenin is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.3	<p>Renal cortical imaging agent – Dimercaptosuccinic acid (DMSA)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 4 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for renal cortical imaging (planar and SPECT) • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-DMSA is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.4	<p>Renal imaging agent - Mercaptoacetyltriglycine (MAG3)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be suitable for renography with the method of excretion being predominantly tubular secretion. • The preparation must be usable for at least 6 hours after reconstitution. • Product to be supplied in multidose vials. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-MAG3 is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	

Contractor to initial.....

<p>27.5</p>	<p>Renal imaging and glomerular filtration agent – Diethyltriaminepentaacetic acid (DTPA)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for a minimum of 4 hours after reconstitution. • Product to be supplied in sterile, multidose vials. • This agent must be suitable for renography with the method of excretion being predominantly glomerular filtration. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-DTPA is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
<p>27.6</p>	<p>Cerebral perfusion imaging and white blood cell labelling agent</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 1 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for cerebral perfusion imaging and white cell labelling. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-HMPAO is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
<p>27.7</p>	<p>In vivo red blood cell labelling agent</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The agent must be suitable for the "in vivo" labelling of patients' red blood cells such that the blood pool imaging may be accomplished. • Each vial should contain sufficient agent to label the red cells of two 70 kilograms patients. • A kit that will also be suitable for the labelling with technetium-99m such that bone scans or myocardial infarct imaging may be accomplished will be considered. • Product to be supplied in multidose vials. 	

Contractor to initial.....

27.8	<p>Kit for preparation of technetium-99m labelled albumin</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 6 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for preparing technetium-99m labelled human serum albumin that can be used as intravascular tracer. • Viral safety of the product must be assured • The offer for ready prepared radiopharmaceutical individual doses for [99mTc]Tc-Albumin is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.9	<p>Kit for white blood cell labelling</p> <ul style="list-style-type: none"> • Kit for easy sterile purification of labelling of autologous leukocytes with radioactive isotopes. • Kit should contain all the necessary materials apart from the radiopharmaceutical agent to carry out separation of leukocytes from blood and to label them. • -Kit should be sterile and pyrogen free. • Kit is for 1 patient use only. • Kit should contain sedimentation agent. 	
27.10	<p>Kit for red blood cell labelling</p> <ul style="list-style-type: none"> • Kit contains a 10 ml reaction vial with the necessary materials for radiolabelling with technetium. • A container containing sodium hypochlorite • A container containing citric acid, sodium citrate and dextrose • Kit must be sterile and without pyrogens. 	
27.11	<p>Lung perfusion imaging agent – Macroaggregated Albumin</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 8 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for lung perfusion imaging and the detection of right to left shunts. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-MAA is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.12	<p>Bone imaging agent – methylene diphosphonate (MDP)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for a minimum of 6 hours after reconstitution. • Product to be supplied in sterile, multidose vials. • The agent must be suitable for bone scanning. 	

Contractor to initial.....

	<ul style="list-style-type: none"> • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-MDP is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.13	<p>Pyrophosphate kit</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • Product to be supplied in multidose vials. • This agent must be suitable for bone scanning and scintigraphy of myocardial infarcts or cardiac amyloidosis. • A kit that will also be suitable for in vivo labelling of patients' red blood cells such that blood pool imaging may be accomplished will be given preference. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc]Tc-Pyrophosphate is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.14	<p>Liver and spleen imaging agent – colloid (particle size 100 – 600 nm)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 4 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for liver/spleen scanning. • The product should not contain albumin. • The diameter of the colloid particles must range from 100 – 600 nm. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-colloid is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia 	
27.15	<p>Lymphoscintigraphy agent – colloid (Particle size ≤ 80 nm)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • This agent must be suitable for intravenous, subcutaneous, intradermal or intra-lesion administration after reconstitution. • The preparation must be usable for at least 6 hours after reconstitution. • Product to be supplied in multidose vials. • ≥ 95% of the particles must have a diameter of ≤ 80 nm. • This agent must be suitable for bone marrow and inflammation imaging as well as lymphoscintigraphy. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-colloid (≤ 80 nm) is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	

Contractor to initial.....

27.16	<p>Cardiac Imaging Agent- Sestamibi</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 6 hours after reconstitution. • Product to be supplied in multidose vials. • This agent must be suitable for myocardial perfusion, breast and parathyroid scanning. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc] Tc-MIBI is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.17	<p>Somatostatin receptor imaging agent – Hynic-[D-Phe1, Tyr3-Octreotide), Hynic-tate</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • Product to be supplied in multidose vials. • This agent must be suitable for somatostatin receptor scanning. • The preparation must be usable for at least 6 hours after reconstitution. • The offer for ready prepared radiopharmaceutical individual doses for [99mTc]Tc-hynic-TATE is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
27.18	<p>Kit for preparation of a technetium-99m labelled agent for imaging the overexpression of prostate specific membrane antigen (PSMA)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • After radiolabelling the kits should consistently provide technetium-99m labelled products of radiochemical purity meeting the requirements of either the European or United States Pharmacopoeia. • The agent must be sterile and pyrogen free and suitable for IV administration after reconstitution with technetium-99m. • The preparation must be usable for at least 4 hours after reconstitution. • Product to be supplied in multidose vials. • - This agent must be suitable for prostate specific membrane antigen scanning • The offer for ready prepared radiopharmaceutical individual doses for [99mTc]Tc-PSMA is also required and the provided dose must adhere to the requirements of either the European or United States Pharmacopoeia. 	
28	POSITRON EMISSION TOMOGRAPHY RADIOPHARMACEUTICALS	
28.1	<p>2-[F]fluoro-2-deoxy-D-glucose ([18F]FDG)</p> <ul style="list-style-type: none"> • Sterile, pyrogen free solution ready for intravenous administration • Shall have principal gamma-photons with energy 511 keV and a sum peak of 1.022 MeV. • Half-life must be 105 – 115 min. • Endotoxin limit shall be <175/V IU/mL. • Total radioactive impurities shall not be more than 0.1%. • The total radioactivity of the solution shall not be less than 95% fluorine-18. • A label with the stated radioactive content, preparation time, calibration date and time shall be affixed to the solution container. 	

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	<ul style="list-style-type: none"> • Shall be supplied in a multi-dose vial • Shall be transported in line with local transport of radioactive substances laws. • Shall be transported in a container with adequate shielding to attenuate high energy photons. • The activity supplied shall be within a $\pm 5\%$ deviation from the total radioactivity ordered. • Shall be delivered on the specified date of use at an agreed upon time based on the nuclear medicine departments operational requirements. • The dose of [18F]FDG requires 20 -555 MBq per patient. • [18F]FDG should be available from Monday – Fridays 	
28.2	<p>Fluorine-18 solution for radiolabelling</p> <ul style="list-style-type: none"> • State the trade name of the product offered • The radiopharmaceutical must be suitable for PET radiolabelling • The radionuclidic solution must be non-carrier added (nca) • The product must be sterile and pyrogen free and suitable for radiolabelling of products for intravenous administration • The solution must be packaged in a multi-dose glass vial which does not contain any preservative • The product must be compliant with all quality control tests set in any of the following standards: European/ British/ American Pharmacopoeia • Each product must be delivered with a valid certificate of analysis (COA) • Pricing of fluorine-18 solution should be per Gigabecquerel (GBq) supplied. 	
28.3	<p>Fluorine-18 fluorolevodopa ([18F]FDOPA)</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning functional dopaminergic neuron distribution using a PET/CT camera. • Product to be supplied in multidose vials. • The product to be sterile, pyrogen free and suitable for intravenous administration to patients. • The dose of [18F] FDOPA required is 20 – 400 MBq per patient. • -Bidder shall provide certificate of analysis for each batch. 	
28.4	<p>Fluorine-18 sodium fluoride [18F]NaF</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • The agent must be suitable for PET skeletal imaging. • The product to be sterile, pyrogen free and suitable for intravenous administration to patients. • The product to be supplied in multidose vials. • The dose of fluorine-18 sodium fluoride to be supplied is between 20 – 400 MBq per patient. 	
28.5	<p>Fluorine-18 labelled prostate specific membrane antigen</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning lesions which exhibit prostate specific membrane antigens using a PET/CT camera. • Product to be supplied in sterile, multidose vials. • Product to be sterile, pyrogen free and suitable for intravenous administration to patients. • Suppliers to provide price per Bq/Ci. 	

Contractor to initial.....

28.6	Fluorine-18-fluorocholine ([18F]F-choline) <ul style="list-style-type: none"> • State the trade name of the product offered. • Intended for positron-emitting radiopharmaceuticals for diagnostic purposes. • Solution shall be suitable for parenteral injection in a suitable buffer. • Solution must be endotoxin and pyrogen free. • Supplier must state calibration time and date. • Radiochemical purity must be $\geq 95\%$. • Solution shall have a pH of 4.5 – 7.5. • The supplier shall state the day of the week for [18F]fluorocholine availability. • Solution shall be supplied in a multi-dose vial. 	
29	IODINE BASED RADIOPHARMACEUTICALS	
29.1	<u>Iodine-123 [123I] sodium iodide solution</u> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning the thyroid and thyroid cancer metastases. • Iodine-123 sodium iodide must be available in both capsule and liquid form. • The liquid form must be suitable for intravenous injections (be sterile and pyrogen free). • The doses of iodine-123 sodium iodide required are between 10 – 370 MBq per patient. 	
29.2	<u>Iodine-123 (I-123) meta-iodo-benzylguanidine ([I-123]I-MIBG)</u> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning the thyroid and thyroid cancer metastases. • This agent must be suitable for scanning tumours of neuroendocrine origin or determining sympathetic innervation of organs. • Product to be sterile, pyrogen free and suitable for IV administration to patients. • The doses of [123I]I-MIBG required are between 20 – 370 MBq per patient 	
29.3	<u>Iodine-131 sodium iodide capsules</u> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning and therapy of thyroid pathology and thyroid cancer metastases • The doses of iodine-131 sodium iodide required are between 1 MBq – 11 GBq per patient 	
29.4	<u>Iodine-131 meta-iodo-benzylguanidine ([131I]I-MIBG)</u> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for scanning and therapy of neuroendocrine tumours. • -Product to be sterile, pyrogen free and suitable for intravenous administration to patients. • The doses of [131I]I-MIBG required are between 18 MBq – 14 000 MBq per patient. 	
30	THERAPEUTIC RADIOPHARMACEUTICALS AND MISCELLANEOUS	
30.1	<u>Yttrium-90 colloid</u> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for radiation synovectomy. • Product to be sterile, pyrogen free and suitable for intra-articular administration to patients. • Product to be supplied in multidose vials. • The dose of yttrium-90 colloid required is $\pm 185 - 222$ MBq per patient. 	

Contractor to initial.....

30.2	<p>Rhenium-186 Sulphide</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for radiation synovectomy. • Product to be sterile, pyrogen free and suitable for intra-articular administration to patients. • Product to be supplied in multidose vials. • The dose of rhenium-186 sulphide required is 74 – 111 MBq per patient. 	
30.3	<p>Erbium 169 citrate</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for radiation synovectomy. • Product to be sterile, pyrogen free and suitable for intra-articular administration to patients. • Product to be supplied in multidose vials. • The dose of Erbium-169 citrate required is 10-40 MBq per patient. 	
30.4	<p>Lutetium-177 non-carrier added (LuCl3) for peptide labelling</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for the radiolabelling of tumour-specific peptides or antibodies and other precursors. • The product must contain less than 0.1% lutetium-177m • Specific activity at reference time should exceed 2 800 GBq/mg and concentration should be at least 40 GBq/ml • Product to be sterile, endotoxin tested and suitable for preparation of radiopharmaceuticals for the IV administration of patients. • The product should be supplied with GMP certification and certificate of analysis. • Lutetium-177 chloride n.c.a. should be supplied as 3 to 50 GBq per vial at calibration time as required by the user. 	
30.5	<p><u>Lutetium-177 non-carrier added (LuCl3) labelled DOTA-TOC/DOA-TATE (somatostatin receptor targeting peptides)</u></p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for treatment of neuroendocrine tumours. • Product to contain no metastable lutetium-177m. • Product to be sterile, pyrogen free and suitable for intravenous administration to patients. • The radiopharmaceutical to be supplied in multidose vials. • The [177Lu] Lu-DOA-TATE/TOC should be supplied as 0.37 to 50 GBq per vial at calibration time as required by the user. 	
30.6	<p><u>Lutetium-177 non-carrier added (LuCl3) labelled PSMA</u></p> <ul style="list-style-type: none"> • State the trade name of the product offered. • This agent must be suitable for the treatment of tumours with overexpression of PSMA. • Product to contain no metastable lutetium-177m. • Product to be sterile, pyrogen free and suitable for intravenous administration to patients. • The radiopharmaceutical to be supplied in multidose vials. • The [177Lu] Lu-PSMA should be supplied as 0.37 to 50 GBq per vial at calibration time as required by the user. 	
31	<p>QUALITY CONTROL CONSUMABLES</p>	
31.1	<p>Sterile evacuated vials</p> <ul style="list-style-type: none"> • Sterile, pyrogen free • Filled with inert gas e.g. nitrogen • Shall be made from autoclavable glass • Shall have a rubber stopper which can be easily sanitized • Size availability must be indicated by the supplier. 	

Contractor to initial.....

31.2	<p>Scintomics GRP synthesis kit for radiolabelling peptides</p> <ul style="list-style-type: none"> • Kit to be used with a Scintomics GRP synthesis unit (maximum 15 valves). • Cassettes, tubing, vials and reagents to be sterile, pyrogen free and suitable for radiolabelling peptides like DOTANOC and PSMA with gallium-68. • Product to be manufactured according to GMP. Certificates to be provided with each batch. • Each kit shall contain all reagents, cassette, tubing for a single labelling process, but excluding the peptide and hydrochloric acid. • Reagents shall be compatible with the 0.6 M HCl eluate from the iThemba LABS gallium-68 generators. The kit shall contain cartridge and reagents for cationic purification of the generator eluate prior to labelling. • Bidders to state the minimum shelf-life of the kit. 	
31.3	<p>Kit for elution of iThemba LABS Ge-68/Ga-68 generator with a Scintomics GRP synthesis unit</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • Kit to be used with a Scintomics GRP synthesis unit. • Cassette and tubing to be sterile, pyrogen free. • The product to be manufactured according to GMP. Certificates to be provided with each batch. • Each kit shall contain all a cassette and tubing for a single elution but excluding the HCl. • Kit shall be compatible with 0.6 M HCl eluate from the iThemba LABS gallium-68 generator. • Bidders to state the minimum shelf-life of the kit. 	
31.4	<p>0.6 M Hydrochloric acid eluant for iThemba LABS Ge-68/Ga-68 generator to be used with a Scintomics GRP synthesis unit</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • Kit to be used with a Scintomics GRP synthesis unit. • Cassette and tubing to be sterile, pyrogen free. • The product to be manufactured according to GMP. Certificates to be provided with each batch. • The eluant shall consist of ultrapure 0.6 M Hydrochloric acid for the iThemba LABS gallium-68 generator. • Bidders to state the minimum shelf-life of the kit. 	
31.5	<p>Kit for manual or IQS-TS synthesizer radiolabelling of peptides with lutetium-177 chloride</p> <ul style="list-style-type: none"> • State the trade name of the product offered. • Kit to be suitable for radiolabelling products manually or with the IQS-TS synthesizer. • Kit to provide buffer salts and solvent to prepare ascorbate buffer for dissolving peptides to be labelled with lutetium-177. • Kit to contain final product vial, sterile filter and needle, vent needle and sterile syringe suitable for the sterilization and collection of labelled peptides. • Vials, filters, syringe, needles and reagents to be sterile, pyrogen free and compatible with peptides like DOTA-TATE and PSMA. • Product to be manufactured according to GMP. Certificates to be provided with each batch. • Bidders to state the minimum shelf-life of the kit. 	

Contractor to initial.....

31.6	<p>DOTA-TATE GMP produced peptide suitable for radiolabelling with gallium-68 or lutetium-177</p> <ul style="list-style-type: none"> • State the trade names of the DOTA-TATE offered. • Product to be clinical grade, GMP manufactured peptide suitable for producing radiopharmaceuticals, • Bidders to specify which vial types the peptides are provided in. • The peptide should be supplied as 20 microgram per vial or 100 microgram per vial as requested by the user. • Bidders to state what the minimum shelf-life of the product will be after delivery. 	
31.7	<p>DOTA-NOC GMP produced peptide suitable for radiolabelling with gallium-68</p> <ul style="list-style-type: none"> • State the trade names of the DOTA-NOC offered. • Product to be clinical grade, GMP manufactured peptide suitable for producing radiopharmaceuticals, • Bidders to specify which vial types the peptides are provided in. • The peptide should be supplied as 20 microgram per vial • Bidders to state what the minimum shelf-life of the product will be after delivery. 	
31.8	<p>PSMA-11 GMP produced peptide suitable for radiolabelling with gallium-68</p> <ul style="list-style-type: none"> • State the trade names of the PSMA-11 offered. • Product to be clinical grade, GMP manufactured peptide suitable for producing radiopharmaceuticals, • Bidders to specify which vial types the peptides are provided in. • The peptide should be supplied as 10 microgram per vial • Bidders to state what the minimum shelf-life of the product will be after delivery. 	
31.9	<p>PSMA GMP produced peptide suitable for radiolabelling with lutetium-177</p> <ul style="list-style-type: none"> • State the trade names of the PSMA offered as well as the structure of the molecule. • Product to be clinical grade, GMP manufactured peptide suitable for radiolabelling with lutetium-177 which will be administered intravenously. • Bidders to specify which vial types the peptides are provided in. • The peptide should be supplied as a single dose 75 µg vials or multidose vial as requested by the user. • Bidders to state what the minimum shelf-life of the product will be after delivery. 	
31.10	<p>Regadenoson IV injection</p> <ul style="list-style-type: none"> • For use in conjunction with myocardial perfusion scintigraphy • State the trade names of the Regadenoson offered. • Each vial shall contain 400mcg/5mL (0.4 mg/5mL) of Regadenoson suitable for IV injection. • Bidders to state the number of vials packed per carton. • Bidders to state what the minimum shelf-life of the product will be after delivery. 	
31.11	<p>Acetazolamide lyophilized powder</p> <ul style="list-style-type: none"> • For use in conjunction with cerebral perfusion scintigraphy. • State the trade names of the Acetazolamide offered • Each vial shall contain 500 mg acetazolamide suitable for IV injection. • Bidders to state the number of vials packed per carton. • Bidders to state what the minimum shelf-life of the product will be after delivery. 	

Contractor to initial.....

31.12	Technegas administration sets and crucibles <ul style="list-style-type: none"> Administration set suitable to work with the Technegas system. Bidders to state the number of sets per order. Bidder to state the minimum shelf-life of the product after delivery Bidders to state the size of the technegas crucibles with bid. 	
31.13	Charles River Endotoxin tests and consumables <ul style="list-style-type: none"> Pyrogen testing strips compatible with the Charles River Nexgen Endosafe equipment. All test strips and consumables must be pyrogen free and certified by Charles River to be compatible with the Charles River Nexgen Endosafe instrument. Bidders to state what the minimum shelf-life of the product will be after delivery Bidders to state the amounts of tubes, test kits or milliliters of water per container or box. 	
31.14	Charles River endotoxin tests <ul style="list-style-type: none"> Pyrogen testing cartridges must be compatible with Charles River Nexgen Endosafe PTS reader. Cartridges shall be pyrogen free. Bidders to state minimum order quantity. Bidder to state the minimum shelf life of the product after delivery. 	
31.15	Pyrogen free test tubes <ul style="list-style-type: none"> Sterile, pyrogen free test tubes Bidders must state the expiry date Bidders must state the dimensions of the tubes Bidders must state the minimum pack size 	
31.16	Pyrogen free pipette tips <ul style="list-style-type: none"> Pyrogen free, sterile pipette tips Bidders to state the size of the pipette tips Pipette tips shall fit most commercial pipettes. Bidders to state the quantity supplied per pack size 	
31.17	Pyrogen free water <ul style="list-style-type: none"> Sterile, pyrogen free for dilution. Bidder to state the quantity in millilitre or Liters 	
31.18	Endosafe LAL reagent water <ul style="list-style-type: none"> Reagent water compatible with Charles River Nexgen Endosafe instrument and testing kit. 	
31.19	pH indicator strips (range 4.0 – 7.0) <ul style="list-style-type: none"> Shall be used for quality control testing pH range 4.0 – 7.0 Non bleeding strips Colorimetric detection method 	
31.20	pH indicator strips (pH range 0 – 14) <ul style="list-style-type: none"> Shall be used for quality control testing Universal indicator pH range 0 – 14 Non bleeding strips Colorimetric detection method 	
31.21	Aluminium breakthrough kit <ul style="list-style-type: none"> Shall be used to test aqueous solvents and Tc-99m generator eluate for trace quantities of aluminium. The kit shall be supplied with both the aluminium solvent and indicator paper. The aluminium concentration of the solvent shall be in line with the United States Pharmacopoeia < 10 µg/ml. 	

Contractor to initial.....

31.22	<p>TLC plates- Silica Gel (ITLC-SG) 60 F254</p> <ul style="list-style-type: none"> • Silica gel plate with glass support • Bidder to state the number of plates/sheets in a box • Glass microfiber chromatography paper impregnated with silica gel • Bidder to state the plate dimensions. 	
31.23	<p>TLC plates – Silica Gel (ITLC-SG) with fluorescent indicator</p> <ul style="list-style-type: none"> • Polyester sheets with silica gel 60 matrix with fluorescent indicator • Bidder to state the number of plates per box • Bidder to state the plate dimensions 	
31.24	<p>TLC Silica Gel Aluminium Sheets silica gel 60 F254S</p> <ul style="list-style-type: none"> • Silica gel plate with aluminium support • Bidder to state number of plates per box. • Bidder to state the plate dimensions. 	
31.25	<p>Instant Thin Layer Chromatography strips impregnated with Silicic acid (ITLC-SA)</p> <ul style="list-style-type: none"> • Shall be used for general analytical separation. • Shall be binderless. • Shall be comprised of a glass microfiber chromatography paper or sheet impregnated with silicic acid (SA) • Bidder to state the dimensions of the plate/sheet • Bidder to state whether ITLC-SA is available as a plate or sheet 	
31.26	<p>WHATMANN 1 Chromatography paper</p> <ul style="list-style-type: none"> • For general analytical separation • Grade 1 • Cellulose matrix • Hydrophilic wettability • Bidder to state dimensions of paper • Bidder to state quantity of paper 	
31.27	<p>ACETONITRILE (≥ 99.99%)</p> <ul style="list-style-type: none"> • A solvent used in various studies. • shall be suitable for HPLC. • Shall be gradient grade. • Shall have ≥ 99.99% purity. • Bidder to quote for 2.5 Litre. 	
31.28	<p>METHANOL (≥99.9%)</p> <ul style="list-style-type: none"> • Solvent used for various analytical applications. • Shall be HPLC grade. • Shall be ≥ 99.9% pure. • Shall be suitable for HPLC. • Shall be suitable for immunofluorescence. • Bidder to quote for 2.5 Litre. 	
31.29	<p>ETHANOL ABSOLUTE (Reag ISO, ACS, Reag.Ph.Eur.)</p> <ul style="list-style-type: none"> • Solvent used for various analytical applications. • shall be ACS reagent grade. • Shall meet ISO standards (Reag ISO) <p>Shall meet European Pharmacopoeia standards (Reag. Ph. Eur.)</p> <ul style="list-style-type: none"> • Shall have ≥ 99.9% purity. • Bidder to quote for 2.5 Litre. 	
31.30	<p>ETHYL ACETATE (HPLC grade, Suitable for GC/MS)</p> <ul style="list-style-type: none"> • Solvent used for various analytical applications. • Shall be HPLC reagent grade. • Shall be suitable for HPLC and GC/MS • Shall have a purity ≥ 99.7% • Bidder to quote for 2.5 litre. 	

Contractor to initial.....

31.31	<p>ACETONE (Reagent grade)</p> <ul style="list-style-type: none"> • Solvent used for various analytical applications. • Shall be of Laboratory reagent grade at minimum • Shall have a purity $\geq 99.5\%$ • Bidder to quote for 2.5 Litre. 	
31.32	<p>METHYL ETHYL KETONE (MEK)</p> <ul style="list-style-type: none"> • Solvent used for various analytical applications • Shall be Pharmaceutical grade reagent • Bidder shall state the pack size in the bid. 	
31.33	<p>Radioactive decontamination liquid</p> <ul style="list-style-type: none"> • This compound is formulated to decontaminate contamination from radioisotopes and fission products. • The compound shall not affect the surface to which it is applied. • The solution shall be available as a concentrated solution. • The solution shall have a pH of 5. • The solution shall be non-alkaline, non-corrosive and biodegradable. • Bidders shall state the pack size. • Bidders shall state whether dilution of the radioactive decontamination liquid is necessary. 	
31.34	<p>Sodium acetate (Anhydrous)</p> <ul style="list-style-type: none"> • This compound is for analytical chemistry • Shall be in an anhydrous, solid form • Shall have a purity $\geq 99.0\%$ • Shall be reagent grade 	
31.35	<p>Potassium perchlorate (Powder)</p> <ul style="list-style-type: none"> • This compound is used for protection of the thyroid gland for many nuclear medicine scans. • The compound shall be in powder form. • The compound shall have a purity of $\geq 99\%$. • The compound shall be ACS reagent grade • The compound shall be supplied as 500 g. 	

EVALUATION OF BIDS

- This bid will be evaluated in the following stages;
 - Stage 1: Compliance with the specifications and bid requirements.
 - Stage 2: Sample Evaluation
 - Stage 3: Preferential procurement Price
- **Stage 1: Compliance with the specifications and bid requirements:**
 - This evaluation is based on compliance with the SCM requirements which include, among others registration on the Central Supplier Database, submission of bids on time, and submission of all required documents completed.
 - Bids that fail to meet the requirements will be disqualified from further evaluation at this stage.
- **Stage 2: Sample evaluation:**
 - Product samples must be provided by the supplier, upon request of the bid evaluation committee, within an agreed-upon timeframe.
- **Stage 3: Preferential procurement evaluation/ Price**
 - Qualifying bids will further be evaluated according to the preferential procurement system based on the 80:20 or 90:10-point system.

Contractor to initial.....

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

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

Name of bidder:
 Bid Number: CHTRV PT14/2025
 Closing Time: 11H00
 Closing date: FRIDAY, 12 DECEMBER 2025

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

Guidance in Completing the Pricing Schedule

- Please complete the unit price cost of the item as well as the Annual cost (Qty X Unit cost). The cost should be VAT inclusive. The unit cost and the total shall be used for preferential procurement evaluation.
- The Department reserves the right to extend the contract at its discretion and should the Department elect to extend the contract, the price offered shall be binding.

Item Nr	Items	BRAND NAME	PRODUCT CODE	MINIMUM ORDER QTY	Qty - Yr 1	Qty - Yr 2	Qty - Yr 3	Price - Year 1	Price - Year 2	Price - Year 3
PART 26: RADIONUCLIDE PROVIDING GENERATORS AND GENERATOR CONSUMABLES										
26.1	Molybdenum-99m/technetium-99m generator				162	178	195	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

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26.2	Technetium-99m eluate for radiolabelling (bulk technetium-99m solution (Price per MBq/mCi)				150	165	180	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.3	Elution vials 5 - 10 mL				1642	1806	1970	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.3	Elution vials 10 - 20 mL				1642	1806	1970	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.4	Vials or other devices for preserving the sterility of the generator needle				162	178	195	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.5	Saline vials				1642	1806	1970	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

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26.6.1	Sterile evacuated vials 10 - 20 mL				3600	3960	4356	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.6.2	Sterile evacuated vials 20 - 30 mL				3600	3960	4356	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
26.7	Germanium-68/ Gallium-68 generator 1850 MBq				3	3	3	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

PART 27: COLD-KITS FOR RADIOLABELLING

Quantity is for the number of vials & per unit a dose

27.1	Hepatobiliary imaging agent – diisopropyl iminodiacetic acid (DISIDA) multi-dose <u>vial</u>				66	72	78	R..... Price per vial	R..... Price per vial	R..... Price per vial
								R..... Total price	R..... Total price	R..... Total price
27.1	Hepatobiliary imaging agent – diisopropyl iminodiacetic acid (DISIDA) prepared <u>dose</u>				11	12	13	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

27.2	Hepatobiliary imaging agent – bromotrimethyl iminodiacetic acid (Mebrofenin) - multi-dose <u>vial</u>				210	234	258	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.2	Hepatobiliary imaging agent – bromotrimethyl iminodiacetic acid (Mebrofenin) - patient <u>dose</u>				41	45	49	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.3	Renal cortical imaging agent – Dimercaptosuccinic acid (DMSA) - multidose <u>vial</u>				240	264	294	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.3	Renal cortical imaging agent – Dimercaptosuccinic acid (DMSA) - patient <u>dose</u>				50	55	61	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.4	Renal imaging agent - Mercaptoacetyltriglycine (MAG3) - multidose <u>vial</u>				1140	1280	1394	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price

27.4	Renal imaging agent - Mercaptoacetyltriglyc ine (MAG3) - patient <u>dose</u>				50	55	60	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.5	Renal imaging and glomerular filtration agent – Diethyltriaminepenta cetic acid (DTPA) - multidose <u>vial</u>				1095	1195	1295	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.5	Renal imaging and glomerular filtration agent – Diethyltriaminepenta cetic acid (DTPA) - patient <u>dose</u>				35	39	43	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.6	Cerebral perfusion imaging and white blood cell labelling agent (HMPAO) - multidose <u>vial</u>				365	402	439	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.6	Cerebral perfusion imaging and white blood cell labelling agent (HMPAO) - patient <u>dose</u>				20	22	24	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

27.7	In vivo red blood cell labelling agent				4890	5382	5874	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.8	Kit for preparation of technetium-99m labelled albumin				5	6	7	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.9	Kit for white blood cell labelling				365	402	439	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.10	Kit for red blood cell labelling				5	6	7	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.11	Lung perfusion imaging agent – Macroaggregated Albumin - multidos <u>vial</u>				2000	2200	2400	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price

27.11	Lung perfusion imaging agent – Macroaggregated Albumin - patient <u>dose</u>				100	110	120	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.12	Bone imaging agent – methylene diphosphonate (MDP) - multidose <u>vial</u>				1122	1234	1346	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.12	Bone imaging agent – methylene diphosphonate (MDP) - patient <u>dose</u>				100	110	120	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.13	Pyrophosphate kit				3150	3465	3780	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.14	Liver and spleen imaging agent – colloid (particle size 100 – 600 nm) - multidose <u>vial</u>				800	880	960	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price

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27.14	Liver and spleen imaging agent – colloid (particle size 100 – 600 nm) - patient dose				20	22	24	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.15	Lymphoscintigraphy agent – colloid (Particle size ≤ 80 nm) - multidoses vial				800	880	960	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.15	Lymphoscintigraphy agent – colloid (Particle size ≤ 80 nm) - patient dose				20	22	24	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.16	Cardiac Imaging Agent- Sestamibi - multidoses vial				450	498	546	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.16	Cardiac Imaging Agent- Sestamibi - patient dose				35	39	43	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

27.17.1	Somatostatin receptor imaging agent – Hynic-[D-Phe1, Tyr3-Octreotide), Hynic-tate - multidose <u>vial</u>				12	13	14	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.17.2	Somatostatin receptor imaging agent – Hynic-[D-Phe1, Tyr3-Octreotide), Hynic-tate - patient <u>dose</u>				12	13	14	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
27.18	Kit for preparation of a technetium-99m labelled agent for imaging the overexpression of prostate specific membrane antigen (PSMA) - [99mTc]Tc-HYNIC-PSMA - multidose <u>vial</u>				300	330	360	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price	R..... Price per vial R..... Total price
27.18	Kit for preparation of technetium-99m labelled agent for imaging the overexpression of prostate specific membrane antigen (PSMA) - [99mTc]Tc-HYNIC-PSMA prepared <u>dose</u>				300	330	360	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

PART 28: POSITRON EMISSION TOMOGRAPHY RADIOPHARMACEUTICALS

Quantity/Price per unit

28.1	2-[F]fluoro-2-deoxy-D-glucose ([18F]FDG) per MBq/GBq				3400	3740	4080	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
28.2	Fluorine-18 solution for radiolabelling per MBq/GBq				50	55	60	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
28.3	Fluorine-18 fluoroledodopa ([18F]FDOPA) per MBq/GBq				40	44	48	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
28.4	Fluorine-18 sodium fluoride [18F]NaF per MBq/GBq				40	44	48	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
28.5	Fluorine-18 labelled prostate specific membrane antigen [18F]F-PSMA per MBq/GBq				40	44	48	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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		R..... Price per unit	R..... Total price	R..... Price per unit	R..... Total price	R..... Price per unit	R..... Total price
PART 29: IODINE BASED RADIOPHARMACEUTICALS							
29.1 Iodine-123 [I-123] sodium iodide solution							
28.6	Fluorine-18-fluorocholine ([18F]F-choline) per MBq/GBq		40	44	48	R..... Price per unit	R..... Total price
29.1.1	Iodine-123 [I-123] sodium iodide solution 111 MBq		20	22	24	R..... Price per unit	R..... Total price
29.1.2	Iodine-123 [I-123] sodium iodide solution 185 MBq		20	22	24	R..... Price per unit	R..... Total price
29.1.3	Iodine-123 [I-123] sodium iodide solution 333 MBq		20	22	24	R..... Price per unit	R..... Total price
29.1.4	Iodine-123 [I-123] sodium iodide solution 370 MBq		20	22	24	R..... Price per unit	R..... Total price

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29.2 Iodine-123 [I-123] meta-iodo-benzylguanidine ([I-123]I-MIBG)				Quantity/Price per unit				
29.2.1	Iodine-123 [I-123] meta-iodo-benzylguanidine ([I-123]I-MIBG) 111 MBq			60	66	72	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
29.2.2	Iodine-123 [I-123] meta-iodo-benzylguanidine ([I-123]I-MIBG) 185 MBq			60	66	72	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
29.2.3	Iodine-123 [I-123] meta-iodo-benzylguanidine ([I-123]I-MIBG) 370 MBq			60	66	72	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
29.3 Iodine-131 sodium iodide capsules				Quantity/Price per capsule				
29.3.1	Iodine-131 sodium chloride capsules 74 MBq			5	6	7	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.2	Iodine-131 sodium iodide capsules 225 MBq			3	3	3	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price

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29.3.3	Iodine-131 sodium iodide capsules 250 MBq				3	3	3	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.4	Iodine-131 sodium iodide capsules 260 MBq				3	3	3	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.5	Iodine-131 sodium iodide capsules 275 MBq				3	3	3	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.6	Iodine-131 sodium iodide capsules 300 MBq				5	6	7	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.7	Iodine-131 sodium iodide capsules 350 MBq				12	13	14	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price

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29.3.8	Iodine-131 sodium iodide capsules 400 MBq				748	823	898	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.9	Iodine-131 sodium iodide capsules 450 MBq				748	823	898	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.10	Iodine-131 sodium iodide capsules 480 MBq				8	9	10	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.11	Iodine-131 sodium iodide capsules 1110 MBq				11	12	13	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.12	Iodine-131 sodium iodide capsules 3700 MBq				55	60	65	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price

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29.3.13	Iodine-131 sodium iodide capsules 5500 MBq				24	26	28	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price
29.3.14	Iodine-131 sodium iodide capsules 7400 MBq			34	37	40	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	R..... Price per capsule R..... Total price	
29.4	Iodine-131 meta-iodo-benzylguanidine (I-131I)-MIBG						Quantity/Price per unit			
29.4.1	Iodine-131 meta-iodo-benzylguanidine (I-131I)-MIBG 8000 MBq			3	3	3	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	
							Quantity/Price per unit			
PART 30: THERAPEUTIC RADIONUCLIDES AND MISCELLANEOUS										
30.1	Yttrium-90 colloid per MBq			35	39	42	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	
30.2	Rhenium-186 sulphide per MBq			25	28	31	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	

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30.3	Erbium-169 citrate per MBq				25	28	31	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
30.4	Lutetium-177 chloride non carrier added ([177Lu]LuCl3) for peptide labelling per MBq/GBq				15	17	19	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
30.5	Lutetium-177 chloride non carrier added labelled DOTA-TOC/TATE (somatostatin receptor targeting peptides) per MBq/GBq				92	101	110	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
30.6	Lutetium-177 non-carrier added (LuCl3) labelled PSMA per MBq/GBq				90	99	108	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
<u>PART 31: PRODUCTION AND QUALITY CONTROL CONSUMABLES</u>										
31.1.1	Sterile evacuated vials 10mL - 20mL				3600	3960	4320	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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31.1.2	Sterile evacuated vials 21 mL - 30 mL				3600	3960	4320	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.2	Scintomics GRP synthesis kit for radiolabeling peptides				300	330	360	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.3	Kit for elution of iThemba LABS Ge-68/Ga-68 generators with a Scintomics GRP synthesis unit				50	55	60	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.4	0.6 M hydrochloric acid elution medium for iThemba LABS Ge-68/Ga-68 generator to be used with a Scintomics GRP synthesis unit				15	17	19	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.5	Kit for manual or IQS-IS synthesizer radiolabelling of peptides with lutetium-177 chloride				50	55	60	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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31.6.1	DOTA-TATE GMP produced peptide suitable for radiolabeling with gallium-68 or lutetium-177 (20µg)				15	17	18	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.6.2	DOTA-TATE GMP produced peptide suitable for radiolabeling with gallium-68 or lutetium-177 (100µg)				15	17	18	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.7	DOTA-NOC GMP produced peptide suitable for radiolabeling with gallium-68 (20µg)				100	110	120	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.8	PSMA-11 GMP produced peptide suitable for radiolabeling with gallium-68 (10 µg)				200	220	240	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.9	PSMA-617 GMP produced peptide suitable for radiolabeling with lutetium-177 (75 µg)				10	11	12	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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31.10	Regadenoson (400mcg/5 ml) IV injection				100	110	120	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.11	Acetazolamide lyophilized powder (500mg)				20	22	24	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.12	Technegas administration sets and crucibles				1000	1100	1200	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.13	Charles River Endotoxin tests and consumables				200	200	200	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.14	Charles River endotoxin tests				200	220	240	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

31.15	Pyrogen free test tubes				300	330	360	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.16	Pyrogen free pipette tips				15	15	15	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.17	Pyrogen free water				10	10	10	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.18	Endosafe LAL reagent water				9	9	9	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.19	pH indicator strips (range 4.0 – 7.0)				32	33	34	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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31.20	pH indicator strips (pH range 0 – 14)				32	33	34	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.21	Aluminium breakthrough kit				32	33	34	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.22	TLC plates- Silica Gel (ITLC-SG) 60 F254				9	9	9	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.23	TLC plates – Silica Gel (ITLC-SG) with fluorescent indicator				9	9	9	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price
31.24	TLC Silica Gel Aluminium Sheets silica gel 60 F254S				9	9	9	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price	R..... Price per unit R..... Total price

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31.25	Instant Thin Layer Chromatography strips impregnated with Silicic acid (ITLC-SA)				9	9	9	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.26	WHATMANN 1 Chromatography paper			9	9	9		R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.27	Acetonitrile ($\geq 99.99\%$)			6	6	6		R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.28	Methanol ($\geq 99.9\%$)			6	6	6		R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.29	Ethanol absolute (Reag ISO, ACS, Reag.Ph.Eur.)			6	6	6		R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price

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31.30	Ethyl Acetate (HPLC grade, Suitable for GC/MS)				6	6	6	R..... Price per unit	R..... Price per unit	R..... Price per unit
								R..... Total price	R..... Total price	R..... Total price
31.31	Acetone (Reagent grade)			6	6	6	R..... Price per unit	R..... Price per unit	R..... Price per unit	
								R..... Total price	R..... Total price	R..... Total price
31.32	Methyl ethyl ketone (MEK)			6	6	6	R..... Price per unit	R..... Price per unit	R..... Price per unit	
								R..... Total price	R..... Total price	R..... Total price
31.33	Radioactive decontamination liquid			7	8	9	R..... Price per unit	R..... Price per unit	R..... Price per unit	
								R..... Total price	R..... Total price	R..... Total price
31.34	Sodium acetate (anhydrous)			6	6	6	R..... Price per unit	R..... Price per unit	R..... Price per unit	
								R..... Total price	R..... Total price	R..... Total price

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31.35	Potassium Perchlorate Powder				9					R..... Price per unit	R..... Price per unit	R..... Price per unit
										R..... Total price	R..... Total price	R..... Total price
<u>GRAND TOTAL FOR ALL RADIOPHARMACEUTICAL CONSUMABLES</u> <u>(YEAR 1+2+3)</u>												
										R.....	R.....	R.....

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Required by:

CENTRAL HOSPITAL

- At

TYGERBERG HOSPITAL
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN
7500

- Brand and model

.....

- Guarantee period

.....

- Country of origin

.....

- Does the offer comply with the specification(s)?

*YES / NO

- If not to specification, indicate deviation(s)

.....

- Period required for delivery

.....

*Delivery: Firm / not firm

- Delivery basis

.....

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

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

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

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

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

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

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

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

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

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

“business interest” means -

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

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

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

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

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

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

31 May 2022

- (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or

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

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

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

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

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

"employee", in relation to –

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

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

"entity" means any -

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

(b) sole proprietorship;

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

"Family member" means a person's –

(a) spouse; or

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

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

"Institution" means –

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

"Provincial Government Western Cape (PGWC)" means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

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

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

31 May 2022

"spouse" means a person's -

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

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

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

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the 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.

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

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

31 May 2022

Contractor to initial.....

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c). Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

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

TABLE B

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

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

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details. 31 May 2022

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

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

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

C2. TABLE C

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

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

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

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

31 May 2022

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

Contractor to initial.....

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I,hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....DULY

AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:
.....

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details. 31 May 202

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

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

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

1. DEFINITIONS

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

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

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

2. GENERAL CONDITIONS

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

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

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

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

Contractor to initial.....

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

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/ entity:
- 10.2 VAT registration number:
- 10.3 Company Registration number:.....
- 10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) engages in a fronting practice.**
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

Contractor to initial.....

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

I I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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

Contractor to initial.....

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

**THE NATIONAL TREASURY
Republic of South Africa**



GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

Contractor to initial.....

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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7. Performance security

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

8. Inspections, tests and analyses

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

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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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

17. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar 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

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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,

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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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. 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

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to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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