

**PURCHASE OF A FULLY DIGITAL FLUOROSCOPY X-RAY
MACHINE FOR 2 MILITARY HOSPITAL**

SPSC-B-030-2023

**FOR THE
DEPARTMENT OF DEFENCE
SIMON'STOWN PROCUREMENT SERVICE CENTRE**

CLOSING DATE: 08 DECEMBER 2023

TIME: 11:00

VALIDITY: 120 DAYS

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CONTACT INFORMATION

Technical Information:

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207

Administrative Information:

Contact: Petty Officer M. Claassen
Email Address: spscbidinvitation@gmail.com
Office Tel No: (021) 787 5207

Address for depositing of bid documents

Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

BID SUBMISSIONS

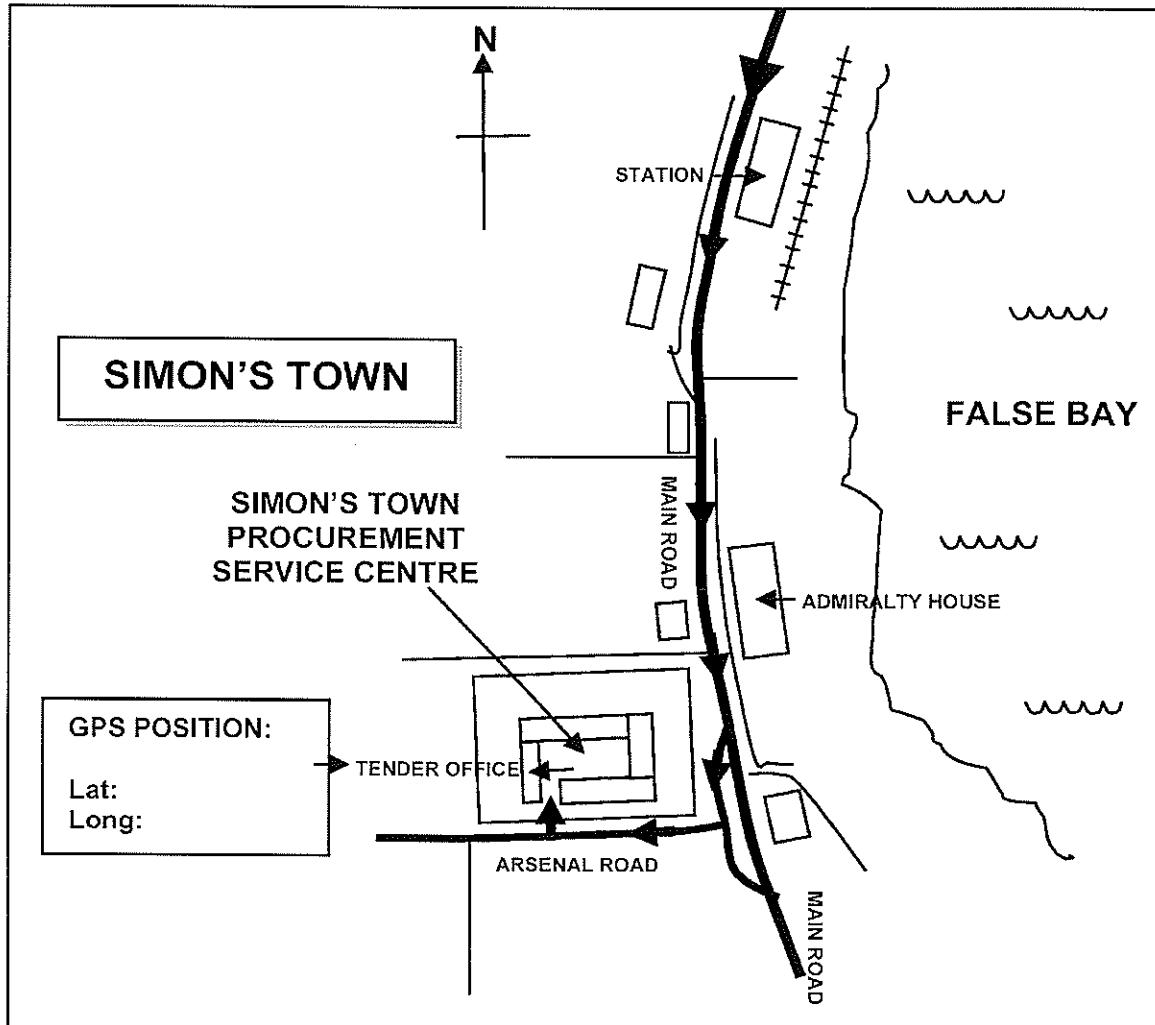
Closing period of bid: Minimum 21 days

Validity of Bid: 120 days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
5. All information regarding the evaluation process must be treated as confidential.
6. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. **Envelope 1:** Pricing Schedule (it should contain Pricing Schedule **ONLY**)
 - b. **Envelope 2:** SBD documents, Scope of Work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory and Administration Evaluation Criteria (Phase 1, Stage 1)
 - b. Mandatory Technical Evaluation (Phase 1, Stage 2)
 - c. Price (Phase 2) and Specific Goals (Phase 3)
8. Suppliers must be registered for the commodity/service required in this bid.
9. This requirement will be awarded using the 80/20 principle
10. No late bids will be accepted after the closing date and time.
11. Bidders should confirm via email they will be attending the briefing session (spscbidinvitation@gmail.com).

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

Phase 1 Stage 1: Compliance to Mandatory and Administration Evaluation Criteria, bidders that do not fully comply with the mandatory and evaluation criteria will be eliminated/ excluded and **will not proceed to Phase 1 Stage 2.**

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Evaluation Criteria
1.	<p><u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Lead time, Quantity Available, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows:</p> <ul style="list-style-type: none"> a. <u>Envelope 1: SBD3 / Pricing Schedule</u> (it should contain SBD3/Pricing Schedule only). b. <u>Envelope 2: SBD documents</u>, Specification/Scope of Work and all other required documents only. <p>NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.</p> <p>Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A</p>
2.	<p><u>SBD 4 - Bidders Disclosure:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this bid. Appendix B</p>
3.	<p><u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C</p>
4.	<p><u>Compulsory Briefing Session Certificate:</u> Failure to attend the compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time will invalidate this bid. Appendix D</p>
	Phase 1, Stage 1, Administration Evaluation Criteria
5.	<p><u>SBD 1 / Invitation to Bid:</u> This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E</p>
6.	<p><u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u> The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7days to update will be given.</p> <ul style="list-style-type: none"> i. Tax Compliant ii. Successfully verified bank details

S/No	Criteria
	A
	ii. Successfully verified bank details iii. Physical Address type. Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time may invalidate your offer. Appendix F
7.	<u>SPSC Indemnity Agreement Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	<u>Certificate of Compliance by Sub-Contractor:</u> This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub - contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H
9.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> This document must be fully completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting). Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I
10.	<u>SPSC Group Questionnaire:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix J
11.	<u>Defence Intelligence Questionnaire (D.I.)</u> This document must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix K

MANDATORY TECHNICAL EVALUATION

Phase 1 Stage 2: Bidders must comply to Scope of Work. Bidders who do not will be invalidated/excluded and will not proceed to Phase 2.

S/No	Criteria
	Stage 2
1.	<p>STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".</p> <p>The most suitable supplier will be awarded in accordance with compliance and fit for purpose.</p> <p>A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.</p> <p>This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre.</p> <p>FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER.</p> <p>Failure to comply will invalidate this offer. Appendix L</p>

Phase 2: Only bidders that qualified on Phase 2 will be evaluated on phase 2 and 3 (Price and Specific Goals)

Phase 2	Price. (Will be according to specific requirements)	80/
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Phase 3: Preferential points. (As per Preferential Procurement Regulations 2022)
In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

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

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

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/10 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or	6	16		

	51% owned by Black Women QSE's				
LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPLICABLE				
LEVEL 8	Non-compliant	0	0		

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

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

Calculation of the total points scored for price and Specific Goals

The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

BID NUMBER	SPSC/B/ /2023
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ /2023



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidders Information, Lead time, Quantity Available, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) Envelope system as follows:

Envelope 1: SBD3 / Pricing Schedule (It should contain SBD3/Pricing Schedule **ONLY**)

Envelope 2: SBD documents, Specification/ Scope of Work and all other required documents **only**.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID

Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A



Request for Bid : SPSC-B-030-2023

Author: Wendy Cooper
Date: 11/14/2023 10:10:49

PRICING SCHEDULE

Bid No. SPSC-B-030-2023
Document No: 0000505270
Description: SUPPLY, DELIVERY, INSTALLATION AND DEMONSTRATION OF A NEW FULLY DIGITAL FLUOROSCOPY SCREENING UNIT WITH REMOTE CONTROL WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL
Currency: ZAR
Closing Date: 2023-12-08 11:00:00
Status: Created
Validity Days: **! 30 Days**

Document Type Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1		18-970-8530	SUPPLY, DELIVERY, INSTALLATION AND DEMONSTRATION OF A NEW FULLY DIGITAL FLUOROSCOPY SCREENING UNIT WITH REMOTE CONTROL WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL	2 MILITARY HOSPITAL	Wynberg	Each	N/A
			Line Comment	Lead Time	Quantity Required	Quantity Available	
			Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs	See Group Questionnaire 1		N/A	
			Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Indicate Lead Time for all items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Webusites () or attached
The awarding of the price quotation as determined by (Department of Defense).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.
I am duly authorized to sign the price quotation
The offer is inclusive of Value Added Tax

Name: Capacity:

Signature: Date:

		Grand Total including Vat:
Price Firm Y/N		
Do You Accept Government Orders Y/N		
Comply with Specification Y/N		

Questionnaires

Questionnaires / Evaluation Criteria

THE 0020 QUESTIONNAIRE EVALUATION TEMPLATE V22

Questions

Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability	LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMES	LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMES / 51% owned by Black Women QSEs/51% owned by Women EMES	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EM/Es/ 51% owned by Black Male QSEs / 51% owned by Women QSEs

Level 5: 51% owned by any other QSEs

Attachment Description

Attachment File Name

LEVEL7

LEVEL8

NON-COMPLIANT



SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time **will invalidate the bid.** Appendix B

Failure to submit the document as indicated by the closing date and time will invalidate this offer. Appendix B

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1 -Preference Points Claim Form: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time **will** forfeit your **Specific Goals points. Appendix C**

Failure to complete the document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



COMPULSORY BRIEFING SESSION CERTIFICATE

Compulsory Briefing Session: Failure to attend the compulsory briefing session and submit the completed and signed Briefing Session Certificate by closing date and time **will invalidate the bid. Appendix D**

Failure to attend the Compulsory Briefing Session and submit the completed and signed Briefing Session by the closing date and time will invalidate this offer. Appendix D

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 28 November 2023

Briefing session time: 11:00 AM

Venue: Log Building, Log Conference Room, 2 Military Hospital, Hospital Road, Wynberg

Bid No: SPSC-B-030-2023

Closing date and time of bid: 08 December 2023

Validity period: 120 Days

The Information briefing session is **compulsory** and the original signed and stamped certificate must be submitted as appendix A as part of the Bid document.

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

(_____)

SIGNATURE OF REPRESENTATIVE

(_____)

CHIEF LOGISTICS: LIEUTENANT GENERAL

OFFICIAL DATE STAMP

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid



SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix E

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix E

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-030-2023	CLOSING DATE:	08 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	PURCHASE OF A FULLY DIGITAL FLOUROSCOPY X-RAY MACHINE FOR 2 MILITARY HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PETTY OFFICER M. CLAASSEN		CONTACT PERSON	WO T. TSOGANG	
TELEPHONE NUMBER	021 787 5207		TELEPHONE NUMBER	021 787 5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

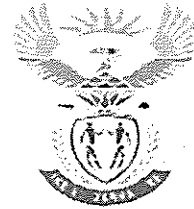
1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT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

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

SIGNATURE OF BIDDER:

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

DATE:



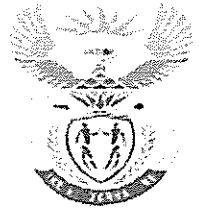
CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION/SUMMARY REPORT

Central Suppliers Database (CSD) Full Registration/Summary Report: The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7 days to update will be given.

- i. Tax Compliant
- ii. Successfully verified bank details
- iii. Physical Address type

Failure to submit a CSD Registration/Summary Report as indicated above by the closing date and time **may invalidate this offer. Appendix F**

**Failure to submit the CSD full
Registration/Summary Report by the closing
date and time may invalidate this offer.
Appendix F**



SPSC INDEMNITY AGREEMENT FORM

SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.** Appendix G

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix G

Department:
Defence
REPUBLIC OF SOUTH AFRICA

IN RESPECT OF SPSC / B/ /2023

1. I agree that the Department of Defence, it's agents. Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____

[illegible]



CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR/S

This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub - contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix H

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID (IN THE ORIGINAL FORMAT) BY THE BIDDER

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____

(Delete whichever is not applicable)

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that _____ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: _____

Section(s) _____

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

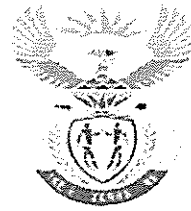
Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

This document must be completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting). Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix I.

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix I

**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85
OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____)

being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer
on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as
amended and agree to ensure that all work will be performed or plant and machinery will be used in
accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered
in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall
remain in force whilst any such workmen are working with or on Department of Defence (DOD) property
for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate
of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement
on occupational health and safety responsibilities for completion of a contract entered into between the
Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I
acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be
terminated with immediate effect with no recourse on my behalf.

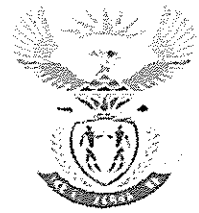
Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____ 2. _____

Signed and entered into at _____ On _____ 2023

**Failure to submit this document as indicated by the closing date and time may invalidate this
offer**



SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.** Appendix J

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix J

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 08 DECEMBER 2023
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-030-2023
VALIDITY: 120 DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Delivery to: **2 MILITARY HOSPITAL**

Do you confirm compliance to 120 days validity period? YES / NO

If not, state reason/s.....

Is your price firm for the validity period of 120 days? YES / NO

If not, state reason/s.....

Preferred delivery period is 8 (eight) weeks or less after receipt of order due to the financial year budgetary constraints. Lead Time/Delivery period required by supplier after receipt of order to be indicate:

Eg. days, weeks

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO

Do you confirm that you may sign a SBD 7.1 on award, YES /NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES/NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE

ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE..... DATE:.....

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.) This document must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time **may invalidate this offer**

N.B. The short listed companies will be requested to submit thumb prints. Appendix K

Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this offer.

N.B. The short listed companies will be requested to submit thumb prints. Appendix K

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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.....

Company Physical Address:

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.....

Company Postal Address:

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.....

Company Core Business:

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

SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....

.....

5. List the services that will be rendered by the company to the SANDF?

Answer:

.....

.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

.....

.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:
.....
.....

8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:
.....
.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:
.....
.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:
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.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:
.....
.....

12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:
.....
.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

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

14. What is the track record and achievements of the company? Provide details.

Answer:

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.....
.....

15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

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

16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*

SECTION B

MANDATORY TECHNICAL

APPENDIX L



MANDATORY TECHNICAL EVALUATION

SPECIFICATION/SCOPE OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre

Failure to comply will invalidate this offer. Appendix L

Failure to comply will invalidate this offer. Appendix L

SCOPE OF WORK (SOW)

082 377

ITEM	QTY	DESCRIPTION	COMPLIANCE
		FULLY DIGITAL FLUOROSCOPY	
		Supply, Delivery, Installation, Demonstration and Training of a new Fluoroscopy Screening Unit with Remote control with all Accessories for 2 Military Hospital, Cape Town	
1		SPECIFICATIONS	
		1.1. Digital Fluoroscopy screening unit with remote control table complete with all accessories included.	
		1.2. Digital Fluoroscopy must perform all specialised x-ray imaging and general radiography.	
		<u>2. PATIENT POSITIONING TABLE</u>	
		2.1 The table must be able to be remote controlled with synchronized flat panel detector and x-ray tube	
		2.2 The table must allow free access to the patient from the back of the system on both sides of the tube assembly when in centre position?	
		2.3 The table/ table top must be of a smooth and easy to clean construction	
		2.4 The patient positioning table must be able to do automatic table height adjustment for collision protection during table tilt from the horizontal position.	

		2.5 The patient positioning table must be able to do automatic lowering of the table height for collision protection during table tilt into the horizontal position.	
		2.6 Dimensions of the patient positioning table top must be 210cm in length and 80cm wide	
		2.7 The table must be capable of motorized angulation from +90° to -45°	
		2.8 The patient positioning table must be able to tilt to a maximum Trendelenburg position of at least -45 degrees.	
		2.9 The patient positioning table must be able to tilt to a maximum Trendelenburg position of at least -45 degrees with the spot film device in its final head-end position.	
		2.10 The patient positioning table must be able to tilt at to two tilt speeds of 3°/sec and 6°/sec	
		2.11 Radiation absorption of the table at a 100kV must be 3.7 mm Al HVL	
		2.12 The patient positioning table must be able to tolerate a maximum patient weight according to IEC 60601 without any functional restriction of 0kg to 150kg.	
		2.13 The patient positioning table must be able to tolerate a maximum patient weight according to IEC 60601 with functional restrictions in place of 151kg to 230kg.	
		2.14 The patient table top or X-ray tube must be able to travel longitudinally at least 40cm.	
		2.15 NB (CRITICAL REQUERMENT): THE PATIENT TABLETOP IN THE HORIZONTAL	

		POSITION MUST BE ABLE TO LOWER TO AT LEAST 50 CM FROM THE FLOOR AND RISE TO A MAXIMUM HEIGHT OF AT LEAST 100 CM FROM THE FLOOR	
		2.16 The patient table top footrest must be able to tolerate a maximum patient weight standing of 230kg.	
		2.17 The patient table top footrest must not weigh more than 13kg.	
		2.18 The patient table top footrest (with table in the vertical position) must be positioned no more than 5 cm from the floor.	
		2.19 The Detector spot film device in the patient table must be able to travel at least 113cm longitudinally.	
		2.20 The minimum distance possible between upper edge of table top and the intensifier must be optimized for their system to ensure that there is no magnification.	
		2.21 The Scatter radiation grid must be centred.	
		2.22 The Scatter radiation grid must have a grid ratio of 15:1.	
		2.23 The Scatter radiation grid must be removable.	
		2.24 The Scatter radiation grid must have 3 selectable semiconductor measuring fields for dose rate control (SDM).	
		2.25 The Scatter radiation grid must have a focus distance of 125cm.	
		2.26 A control panel must be fully integrated into the table assembly and includes controls for the	

		generator, image acquisition and table top movement.	
		3. FLAT PANEL DETECTOR	
		3.1 The scintillator elements should be of a cesium iodide type coupled to the thin film transistor (TFT) array of the active matrix with amorphous silicon technology.	
		3.2 The input field for overview must have an active area size of 42cm x 42.6cm, 60 cm measured diagonally and matrix of 2840x2880.	
		3.3 The input field must have a further 3 Zoom settings.	
		3.4 Zoom 1 must be 30cm x 30cm, diagonal 42 cm and matrix of 1024 x 1024	
		3.5 Zoom 2 must be 22cm x 22cm, diagonal 32 cm and matrix of 768 x 768	
		3.6 Zoom 3 must be 15cm x 15cm, diagonal 21 cm and matrix of 1024 x 1024	
		3.7 Maximum spatial resolution must be 3.4 Lp/mm	
		3.8 Pixel size must be at least 148 μ m	
		3.9 The physical image Matrix of the Flat detector must be 2880 x 2880 pixels	
		3.10 The active image Matrix of the Flat detector must be 2840 x 2874 pixels.	
		3.11 The grayscale depth (steps per pixel) should be 14bits.	
		3.12 Maximum acquisition speed should be at least 8 frames per second.	
		3.13 The Detector quantum efficiency (DQE) at	

		0.05 LP/mm (Line Pairs/millimetres) must be \geq 65%	
		3.14 The Modulation depth at 1.0 LP/mm (Line Pairs/millimetres) must have a Modulation Transfer Function percentage (MTF%) of \geq 63%	
		4. X-RAY GENERATOR	
		4.1 Diagnostic X-ray generator should have a multi-processor system for organ selection programs and a minimum of 65 kW at 100 kV according to IEC 60601-2-7.	
		4.2 The diagnostic X-ray generator must work using the high frequency / converter technology principles	
		4.3 Generator output of 800mA at 79kV (according to IEC 60601-2-7)	
		4.4 Generator output of 650mA at 100kV must be possible (according to IEC 60601-2-7)	
		4.5 Generator output of 430mA at 150kV must be possible (according to IEC 60601-2-7)	
		4.6 Tube voltage output must be possible between 40kV – 150kV	
		4.7 Tube voltage must be adjustable in 53 half exposure points	
		4.8 The mAs product must be adjustable in 65 half exposure points	
		4.9 The selection of the mAs product must be possible between 0.5 mAs – 800mAs.	
		4.10 Shortest exposure time must be 2 milli - seconds.	

		4.11 Shortest exposure time with automatic exposure control must be 1 milli-second.	
		4.12 Maximum frame rate must be at least 8 frames per second.	
		4.13 Fluoroscopy values for voltage range must be from 40kV to 110kV	
		4.14 Fluoroscopy values for current range must be 0.2mA to 23mA	
		4.15 Data transfer from fluoroscopy must be possible through freely programmable curves.	
		4.16 Number of transfer curves must be 99	
		4.17 Automatic adjustment of generator to existing internal line resistance must be possible and have a kV data accuracy of $\pm 5\%$ and mAs accuracy of $\pm 5\%$.	
		4.18 Rotating anode starter must provide a exposure rotation of 150Hz	
		4.19 Rotating anode starter must provide a fluoroscopy rotation of 20Hz	
		4.20 Trouble shooting via a service PC must be possible	
		4.21 Software exchange and upgrading via PC must be possible.	
		4.22 Automatic mains compensation capability for the machine must be included.	
		4.22 Self-check of all generator functions must be included	
		4.23 An integrated computerized operator console must be included	

		4.24 The x-ray generator and table system must have AEC (Automatic Exposure Control) built into the system	
		4.25 The x-ray generator must be delivered with a set of high tension cables.	
		4.26 The user must be able to edit organ programs.	
		4.27 The generator must be able to accommodate two x-ray tubes.	
		4.28 The x-ray generator and x-ray tube unit must have a rapid starter unit ensuring anode rotation of at least 8500 rpm.	
		4.29 The system must be fitted with a Dose Area Product (DAP) meter that includes skin dose equivalent measurements.	
		<u>5. X-RAY TUBE ASSEMBLY</u>	
		5.1 An X-ray tube assemblies with rotating anode tube and 3-phase current drive is essential.	
		5.2 The tube assembly unit should consist of a protective housing and an X-ray tube with a 150 kV nominal voltage.	
		5.3 The X-Ray tube should have a dual-focus rotating anode tube with a compound anode with high heat storage capacity and high load capacity for small focal spots.	
		5.4 Nominal voltage of X-ray tube must be at least 150kV	
		5.5 The small focus of the X-ray tube (focal spot nominal value according to IEC 60336) and short-term load according to IEC 60613 at 300 W must be 40 kW and at 0 W must be 54kW.	

		5.6 The large focus of the X-ray tube (focal spot nominal value according to IEC 60336) and short-term load according to IEC 60613 at 300 W must be 80 kW and at 0 W must be 85kW	
		5.7 Anode power up time must be 0.4 sec	
		5.8 Anode rotation speed must be ≥ 8500 rpm	
		5.9 The rotating anode must be driven via 3phase current and at a frequency of 150 Hz	
		5.10 The Anode storage capacity needs to be 580 kJ (783,000 HU).	
		5.11 The Heat storage capacity of the x-ray tube must be 1,800 kJ (2,400,000 HU)	
		5.12 The Anode heat dissipation needs to be at least 120kJ/min	
		5.13 The Anode material must be made up of rhenium-tungsten, molybdenum and graphite.	
		5.14 The two focal spot tracks of the tube need to be overlaid and the anode must have an anode angle of 12 degrees.	
		5.15 The x-ray tube must have overload protection incorporated into it.	
		5.16 The anode needs to have radial slots for protection against mechanical cracks in case of thermal overload.	
		5.17 Overall filtration of X-ray tube (X-ray tube with protective housing) must be 2.5mmAl equivalent.	
		6. FLUOROSCOPY TUBE ASSEMBLY SUPPORT	

		6.1 The X-Ray tube need to have a maximum beam angle of ± 40 degrees.	
		6.2 An automatic collimator with full field and laser centring light must be available for positioning patients	
		6.3 Asymmetric collimation need to be possible.	
		6.4 a Source Image Distances (SID's) of 115cm to 150cm need to be possible.	
		6.5 The X-Ray tube need have an adjustment speed of 5cm/sec need to be possible.	
		6.6 The X-Ray tube need have a focus height with table vertical above floor from 77cm to 180cm.	
		6.7 The X-Ray tube need have a focus height with table vertical above foot rest from 0cm to 177cm.	
		6.8 The Minimum central beam distance from end of table with orthogonal beam projection need to be 38cm	
		6.9 High tension cables to suit the installation of the x-ray tube must be provided.	
		6.10 Full control of the automatic collimator must be possible from the table side control and the remote control at the room console.	
		<u>7. DIGITAL IMAGE ACQUISITION AND PROCESSING SYSTEM</u>	
		7.1 The system must have a Digital real-time image acquisition and processing system for use in digital fluoro-radiography (DR), digital angiography (DA), and digital subtraction angiography (DSA). The system must be suitable for image acquisition, image storage, image processing,	

		and documentation, as well as for networking via Ethernet in the DICOM standard.	
		7.2 The system should not require additional dedicated air-conditioning	
		7.3 The system must be able to do image data backed up in case of power failure.	
		7.4 The digital, high-resolution fluoroscopy need to be progressive at an image view rate of $\geq 100\text{Hz}$, flicker free.	
		7.5 Digital fluorography must be possible at 512×512 , with a maximum of 30 FPS	
		7.6 Fluoroscopy images must have a gray scale resolution of $\geq 12\text{bits}$	
		7.7 Noise suppression with continuously weighted averaging must be possible for fluoroscopy.	
		7.8 Integration factors must be programmable for fluoroscopy.	
		7.9 Digital real-time filtration must be programmable for fluoroscopy	
		7.10 The system must have live auto shutter for fluoroscopy	
		7.11 The system must have live auto windowing for fluoroscopy	
		7.12 Storing of single fluoró images must be possible during current fluoroscopy.	
		7.13 Last Image Hold (LIH) must be possible after fluoroscopy.	
		7.14 With digital fluoro-radiography and general angiography, digital single images need to be	

		able to get recorded at frame rates of 0.5,1, 2,4 and 8 fps	
		7.15 With digital fluoro-radiography and general angiography, digital single images need to be able to get recorded at a matrix size of $\geq 1440 \times 1440$	
		7.16 With digital fluoro-radiography and general angiography, digital single images need to be able to get recorded at a gray scale resolution of ≥ 12 bits.	
		7.17 Manual settings of contrast and brightness must be possible with windowing having an effect over ≥ 1024 bits of gray scales.	
		7.18 Image magnification (zoom) must be possible on 3 levels.	
		7.19 The mask image must be able to be shifted within the scene.	
		7.19 The fill image must be able to be shifted within the scene	
		7.20 Pixel shift in x/y direction need to be possible for ≥ 18 pixels in 1/8 pixel increments.	
		7.21 Fully automatic compensation of density differences in fluoro, native series and single images (with real-time and post processing) need to be possible.	
		7.22 Contrast enhancement for critical image areas through digital adaptation of the gray scale band width, need to be possible	
		7.24 Dynamic playback of a image series needs to be possible.	
		7.25 Image scrolling forward/backward needs to be possible.	

		7.26 Simultaneous display of multiple images for overview need to be possible at 4, 9 and 16 image displays within one examination.	
		7.27 Both automatic and manual electronic collimation need to be possible.	
		7.28 The image processing parameter, Black/white image inversion need to be possible.	
		7.29 The image processing parameter, Horizontal/vertical image mirroring need to be possible.	
		7.30 The image processing parameter, Left/right marking need to be possible.	
		7.31 The image processing parameter, Edge enhancement need to be possible.	
		7.32 The image processing parameter, Home Function need to be possible.	
		7.33 The image processing parameter, Graphics functions need to be possible.	
		7.34 The image processing parameter, Manual/automatic shutter control need to be possible.	
		7.35 The image processing parameter, Angle and distance measurement need to be possible.	
		7.36 The image processing parameter, Store image need to be possible.	
		7.37 The image processing parameter, Delete image need to be possible.	
		7.38 The image processing parameter, Scroll images forward/backward need to be possible.	

		7.39 The image processing parameter, Image marking for documentation need to be possible.	
		7.40 The image processing parameter, Split monitor need to be possible.	
		7.41 The image processing parameter, Store/retrieve reference image need to be possible.	
		7.42 Subsequent, free text entry and/or comment line for every image need to be possible with ≥ 24 displayable elements per image.	
		8. IMAGE STORAGE	
		8.1 Storage capacity in the non-volatile storage at 1k/12bit matrix need to be $\geq 50\,000$ images.	
		8.2 Storage capacity in the non-volatile storage at 2840 x 2880/12bit matrix need to be $\geq 2\,000$ images.	
		8.3 Storage capacity per patient in the main memory need to be ≥ 900 images.	
		9. IMAGE AND PATIENT DATA MANAGEMENT	
		9.1 Patient data should be able to be entered in the patient browser for ≥ 400 patients.	
		9.2 Patient and examination data should be able to be transferred from a radiological information system (RIS) according to specific search criteria.	
		9.3 Subsequent editing or extension of patient data should be possible	

		9.4 Automatic patient listing should be possible, and sorting should be able by time and alphabetically.	
		9.5 A reject/repeat analysis software package must be included in the tender price. This software package must be able to analyse and provide calculations as raw data results of the reject/repeat analysis	
		10 SYSTEM NETWORKING	
		10.1 Individual solutions via software-/XMLfiles, to solve compatibility problems need to be possible	
		10.2 Network connection in DICOM standard need to be possible	
		10.3 System need to interface with DICOM "work list"	
		10.4 ≥ 20 network nodes must be able to be selected	
		10.5 There should be a transfer manager available	
		10.6 The system should be able to manage ≥ 99 orders.	
		10.7 Auto transfer of images to PACS system, without extra cost to the end user should be possible.	
		10.8 The DICOM Send function must enable fully automatic transfer of all generated image data to a DICOM archive or a DICOM workstation. The user must be able to perform his examinations without interruption while the system fully and automatically transfers the images to the archive. This image data transfer must take place entirely in the background and	

		thus not affect exposures performed at the same time by the user.	
		10.9 The system DICOM interface should have DICOM Storage Commitment (StC) for feedback and confirmation from the image archive.	
		10.10 The system DICOM interface should have DICOM Print for the printing of images to a DICOM laser camera via virtual film sheet. The user must be able to configure a specific layout for the virtual film sheet, which can be displayed and edit on the monitor at any time. This means that the layout can be optimized on the monitor prior to printing.	
		10.11 The system DICOM interface should have DICOM MPPS (Modality Performed Procedure Step) for the sending of dose data, patient data, and examination data to an external RIS patient management system.	
		10.12 DICOM 3 conformance statement must be provided.	
		10.13 The system should be able to export image data (12 bit) to its own CD/DVD recorder in DICOM format with integrated DICOM reader recorded on the disk as well.	
		10.14 Imaging functions such as DICOM Send/Print, CD-R or DVD-R/DVD+R burning must be performed in background mode.	
		10.15 The system should be able to export images to a USB device (Flash Drive) in DICOM or TIFF format.	
		<u>11 . VIEWING MONITORS</u>	
		11.1 Two high resolution TFT LCD monitors of at least 19 inch which is height adjustable on a	

		mobile trolley mounted must be provided for the examination room.	
		11.2 Another One 19 inch high line-rate TFT LCD monitor to be supplied at the control desk.	
		11.3 All three monitors must have a resolution of at least 1024 x 1024.	
		11.4 Automatic brightness control must be included into monitors	
		11.5 Monitor output brightness of all monitors to be $\geq 150\text{cd/m}^2$	
		11.6 The measuring fields must be able to be graphically displayed over the Last Image Hold (LIH) image.	
		12. TABLESIDE OPERATION	
		12.1 The Integrated tableside control should include, Scroll forward/backward during the examination	
		12.2 The Integrated tableside control should include, Change from single image to split monitor display	
		12.3 The Integrated tableside control should include, Mark exposures for documentation	
		12.4 The Integrated tableside control should include, Store fluoro series and images	
		12.5 The Integrated tableside control should include, Copy exposures to the reference image monitor.	
		12.6 The Integrated tableside control should include, Display of patient orientation left/right	

		12.7 The reduction of the frame rate during a series should be possible in ≥ 3 steps	
		12.8 Marking and retrieving of ≥ 7 reference images should be possible.	
		12.9 Roadmap selection should be possible.	
		12.10 Change between fluoro operating modes should be possible.	
		12.11 Change between subtracted/native display should be possible.	
		12.12 Change screen should be possible.	
		12.13 Select organ programs from the system should be possible.	
		13. REMOTE CONTROL OPERATION	
		13.1 There must be a remote-control console for operating the entire radiographic system including generator and image system control with joystick for the system movements and touchscreen for the X-ray parameters and image system functions	
		13.2 There must be a QWERTY keyboard with all the operating features applicable to the system	
		13.3 An optical operator mouse must be included.	
		13.4 The joy stick should have safety system in place to guard against unintentional system movements	
		14. TABLESIDE CONTROL	
		14.1 Integrated in table should be all motorized	

		system movements	
		14.2 Integrated in table should be radiation limit.	
		14.3 Integrated in table should be light localizer for primary collimator	
		14.4 Integrated in table should be patient transfer / CPR position.	
		14.5 Integrated in table should be patient transfer/upright table top	
		14.6 Integrated in table should be display of tilting angle.	
		14.7 Integrated in table should be a display of the projection angle	
		14.8 Display in fluoroscopy monitor should provide the cumulated dose-area product	
		14.9 Display in the fluoroscopy monitor should provide Absolute body entrance dose or in percent	
		15. ACCESSORIES REQUIRED	
		15.1 Footrest	
		15.2 Footswitch for fluoroscopy and acquisition in the control room	
		15.3 Handgrips, angled, 1 pair	
		15.4 Grip protection rail, head end	
		15.5 Shoulder supports (1 pair)	
		15.6 Protective sheet for fluid spills	
		15.7 Wall holder for storing grid	

		15.8 Removable radiation protection	
		15.9 Easy cleanable radio-translucent mattress for table top	
		15.10 2 X Double sided .35mmPB light lead equivalent apron (Medium)	
		15.11 1 X Double sided .35mmPB light lead equivalent apron (Large)	
		15.12 1 X set of positioning sponges	
		<u>16. ORGAN PROGRAMMING</u>	
		16.1 Organ programming (acquisition and processing parameters) for single image mode and serial acquisitions including transfer of acquisition parameters from the previous fluoro (0-point technique) should be possible.	
		16.2 The system should allow ≥ 300 organ programs to be programmed and selected for selection of the entire acquisition data.	
		16.3 Acquisition data such as dose, frame rate, free kV selection or transfer characteristic and image processing data such as b/w inversion, windowing, edge enhancement and optionally automatic, adaptive image processing must be able to be programmed into the organ programs	
		16.4 The user must be able to pre-set the organ programs individually.	
		16.5 The organ programs should be able to be overwritten for the next examination (override) by the user.	

		<u>17 MEASURING CHAMBER FOR ACQUISITION OF THE DOSE-AREA PRODUCT</u>	
		17.1 The system should have an integrated measuring chamber for acquisition of the dose area product and the standardized patient entrance dose.	
		<u>18. COMPRESSION DEVICE</u>	
		18.1 The radiography system must be equipped with a compression device for improving image quality through scattered radiation reduction.	
		18.2 There should be remote, motorized movement control of the compression cone in and out of the radiation field.	
		18.3 Compression travel above table top should be from 2cm to 50 cm at least	
		18.4 Fine adjustment of compression force of between 5N and a 150N should be possible.	
		18.5 Compression safety devices should be available.	
		18.6 The blocking of relevant system movements, starting from 50 N compression as a safety measure should be included.	
		18.7 Optical (LCD) power level display must be shown as a safety measure.	
		18.8 Mechanical releasing during power failure (also emergency release) should be possible as a safety measure should be included.	
		<u>19. PATIENT DATA IMPORT/EXPORT VIA DICOM</u>	

		19.1 A DICOM service should be available through a DICOM work list/ MPPS option for importing patient data and acquisition requirements from a patient management system (HIS/RIS) and for exporting dose, patient, and examination data into a patient management system (HIS/RIS).	
		19.2 A DICOM service should be available through a DICOM Query/ DICOM Retrieve option to retrieve archived image data from a previous examination from a digital archive or a workstation for display in the examination room.	
		<u>20 DIGITAL SUBTRACTION ANGIOGRAPHY (DSA)</u>	
		20.1 DSA Software should provide for online DSA with pixel shift, re-masking, roadmap, peak opacification for iodine contrast (MaxOP) and CO ₂ contrast (MinOP), display of anatomical background (landmark) from 0 to 100%, summation of mask and the filling of images for contrast enhancement.	
		<u>21 ORTHO PACKAGE</u>	
		21.1 The system should have a Ortho package to enable it to do Long leg views and Scoliosis views with the patient standing and/or lying down in a supine position	
		<u>22. SECURITY FOR SYSTEM USE</u>	
		22.1 User authentication to prohibit unauthorized access must be available.	
		22.2 Special rules (privileges) to define user/role-based functions must be available.	
		22.3 Permissions to check data access must be available.	

		22.4 Audit trails to log system and data access must be available.	
		22.5 DICOM Dose structured dose report must be provided to enable transfer of the dose report to archiving station.	
		23. DOD ICT COMPLIANCE	
		23.1 All computers will be added to the DOD's Domain (AD Active directory) and therefore must conform to the DOD Group Policies as stipulated below.	
		23.2 All computers will have a login screen when added to the domain	
		23.3 On all computers the local ADMINISTRATOR account will be rename and password changed.	
		23.4 The local GUEST account will be renamed, disabled and password changed	
		23.5 If the software is only installed on one profile then it cannot be the local ADMINISTRATOR account, but some other user must be used with the correct rights	
		23.6 All computers will have McAfee Antivirus on it, but exclusions can be added for certain software and their data files	
		23.7 The DOD Domain do have WSUS (Windows Server Update Services) and Microsoft updates does get pushed to workstations. It can be set to reboot when required or timeously	
		23.8 All computer workstation names will be changed to DOD standards.	
		23.9 The DOD do have Administrative tools IE	

		Zenworks, but exclusions can be made if it will clash with Vender Software, Zenworks does not just monitor but is also used to push updates and install new software	
		23.10 The vendor technician will not be the only Administrator on the computer. Domain Admins and local Admins will have full access and control of the computer.	
		23.11 No remote monitoring via the internet (VPN's included) will be allowed by vendor technicians of equipment.	
		<u>COST OF OWNERSHIP/RISK, SERVICE AND MAINTENANCE</u>	
		24. No part shall be second hand or refurbished and no work in progress must be offered.	
		25. Must be the latest model compatible with the current system used at 2 Military Hospital - state date of initial manufacture of the model range	
		26. Manufacturer's service must be available at regional level. Indicate the number and qualifications of all maintenance engineers	
		27. Call out time of 24hour or less; response time to fault reporting less than 1 hour	
		28. The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.	
		29. Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of seven years	
		30. It must be guaranteed that no additional	

		equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender	
		31. Bidders must supply a factory Warranty.	
		<u>TRAINING</u>	
		32. On-site training on all new equipment to be included in the pricing schedule for 10 members over a period of one week	
		33. Onsite training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week required. Discuss with end user	
		34. After equipment installation, an application specialist must demonstrate and train all staff on all aspects of the equipment	
		35. Follow-up training, with the application specialist, after a specific usage period must be provided at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided to ensure that all pertinent staff will be able to attend	
		36. Further training must be available on request	
		<u>GENERAL</u>	
		37. Brochures giving technical specifications of the equipment must be submitted with the tender documents	
		ALL EQUIPMENT, THE INSTALLATION AND ANY ALTERATIONS/ ADDITIONS MUST COMPLY WITH	
		38. The Occupational Health and Safety Act (1993)	
		39. The wiring code S.A.B.S 0142	

		40. Hazardous Substance Act (1973)	
		41. The radiation safety regulations as lay down by the Directorate Radiation Control of the Department of Health	
		42. The onus shall be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site	
		NB: BROCHURES GIVING TECHNICAL SPECIFICATIONS OF THE EQUIPMENT FROM THE MANUFACTURER MUST BE SUBMITTED WITH THE TENDER DOCUMENTS TO ENABLE VERIFICATION OF COMPLIANCE	

Scope of work (SOW): Supply, Delivery, Installation, Demonstration and training of new Digital fluoroscopy X ray unit with all necessary accessories for 2 Military Hospital

Name and Designation: _____

Name of Company: _____

I, the undersigned, did view the site location, checked and verified the requirement.

Signature: _____ Date: _____

Section C

**SPECIAL CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT**

**ONLY THESE DOCUMENTS DO NOT HAVE TO BE
RETURNED WITH BID**

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

1. Changed Requirement
 2. Co-ordinated activities
 3. Contractor's Personnel
 4. Value Added Tax (VAT)
 5. Damage Compensation
 6. Waiver
 7. Severability
 8. Sub-contracting
-

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.
7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
- a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
 - b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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