



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

BID NUMBER: **WCGHCC0025/2024**

CLOSING DATE: **05 July 2024**

CLOSING TIME: **11:00**

**WCGHCC0025/2024: THE SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.**

**The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" SITUATED AT:

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to 17:00 pm (excluding public holidays). Please contact Mr M Ramjan during office hours for directions should you have any difficulty finding the building

**Please note the following important information and requirements:**

1. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr M Ramjan at [Marco.Ramjan@westerncape.gov.za](mailto:Marco.Ramjan@westerncape.gov.za) or (021) 834 9021** for assistance. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. All bids must be accompanied by a letter signed by the bidder authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
5. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
7. The 80:20 Preferential Procurement Points System is applicable to this bid.
8. Please refer all technical/specification enquiries to:

**Mr Robert Swart**

**Email address:** [Robert.swart@westerncape.gov.za](mailto:Robert.swart@westerncape.gov.za)

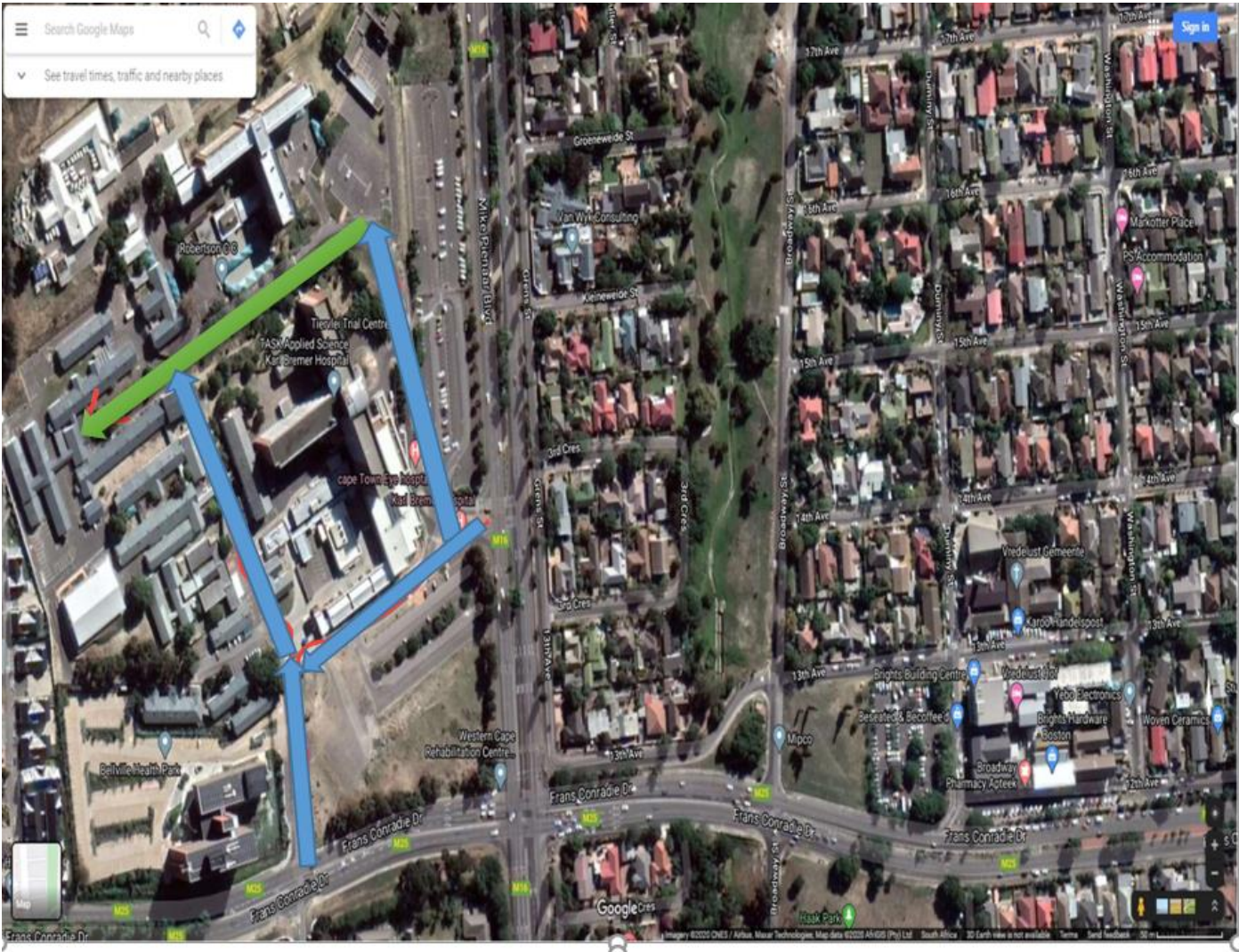
**Tel:** (044) 802 4562

A handwritten signature in black ink, appearing to read 'Aldrid Jacobs', written over a horizontal line.

**MR ALDRID JACOBS**  
**DEPUTY DIRECTOR: CLINICAL SOURCING**  
**DATE: 07/06/2024**

MAP

DIRECTION TO BID BOX LOCATED AT M9 BUILDING



## Supplier Database Registration for Formal Competitive and Limited Bidding

All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.

Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)
Contact email	<a href="mailto:SCMeProcurement.DOH@westerncape.gov.za">SCMeProcurement.DOH@westerncape.gov.za</a>

Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.

Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.

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

YES/NO

### GENERAL NOTE

WCGHCC0025/2024 SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

Preferential Procurement Policy 80/20 will be applied when evaluating this bid.

**In terms of the preferential point system, the monetary value of this bid is represented by 100 points of which 80 points represent price and 20 points represent preferential procurement objectives (participation goals).**

### SUMMARY OF BID FORMS REQUIRED TO MAKE UP A BID

Please do not include unnecessary documents in your bid, as this makes your offer cumbersome to handle. The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

- **WCBD 1** The Bid (**failure to complete this form and sign it in full will invalidate your offer.**)
- **WCBD 3.1** Pricing Schedule (**failure to complete this form will invalidate your offer**)
- **WCBD 3.1/2** Information relating to pricing structures (firm & non-firm prices)
- **WCBD 3.4** Specification (**failure to complete this form will invalidate your offer**)
- **WCBD 4** Declaration of Interests, Bidders past SCM Practices and Independent Bid Determination
- **WCBD 5** The National Industrial Participation Programme
- **WCBD 6.1** Preference points claim form to claim points for Broad-Based Black Economic Empowerment level of contribution.
- **DICOM and IHE statements shall be completed by all bidders.**
- **B-BBEE Certificate/Affidavit attested by a Commissioner of Oaths**

### Additional documents

- Proof of your company's standing if preference points are claimed, (certified copies in all cases, please) i.e.
- Copies of Shares certificates or CK1 forms
- Copies of shareholders' agreements, participation agreements (in the case of a Close Corporation), voting pool agreements or venture agreements (whichever is applicable to your business)
- Names of Trustees and their status if your business is a trust
- A legal entity organogram of your business
- A copy of your registration with the Registrar of Companies

## SECTION 1: INTRODUCTION

### WCGHCC0025/2024 SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

THIS BID IS DUE AT **11:00 ON FRIDAY, 05 July 2024**

VALIDITY EXPIRES ON **SATURDAY, 02 November 2024 (120 DAYS)**

#### 1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

S/N	DESCRIPTION
	<b>Table of Contents</b>
1	<b>Introduction:</b> including abbreviations and acronyms, queries, scope, bid submissions, and timeline
2	<b>Bid Conditions and Special Conditions of Contract:</b> Including preferential procurement, rights of parties, Bid Documents, supplier database registration, mandatory documentation, prequalification criteria, briefing session and acceptance of bid.
3	<b>Special Conditions of Contract (SCC):</b> to be read with Section 10: GCC and Section 6: Specifications
4	<b>Western Cape Bid Document (WCBD 1)</b>
5	<b>Pricing schedule (WCBD 3.1)</b> To be read with Section 3: SCC and Section 10: GCC
6	<b>Specifications (WCBD 3.4):</b> To be read with Section 3: SCC and Section 10: GCC
7	<b>Declaration of Interest (WCBD 4)</b>
8	<b>The National Industrial Participation Programme (WCBD 5)</b>
9	<b>Preference Point Claim Form (WCBD 6.1)</b>
10	<b>General Conditions of Contract (GCC):</b> to be read with Section 3: SCC
11	<b>Bidders' Checklist</b>

#### 1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

The following abbreviations and acronyms, used throughout this document, shall have the following meaning:

CSD	Central Supplier Database
SAHPRA	South African Health Products Regulatory Authority
WCBD	Western Cape Bidding Document
WCGHW	Western Cape Government Health and Wellness
ZAR	South African Rand

#### 1.3 QUERIES

All queries shall be directed to the appropriate official, as shown below:

Contact	Email	Telephone
Mr Marco Ramjan	<a href="mailto:Marco.Ramjan@westerncape.gov.za">Marco.Ramjan@westerncape.gov.za</a>	(021) 834 9021

Bidders should not rely on any information other than that supplied in these documents or other written information supplied by the officials listed in par. 1.3 above.

#### 1.4 SCOPE

- 1.4.1 The Western Cape Department of Health and Wellness (hereafter referred to as 'the Department') invites Bidders to submit bids for to rendering of a teleradiology service to all institutions under the control of the Western Cape Government Health and Wellness for a period of three-years period with an option to extend for a further two years.

#### 1.5 INVITATION TO BID

- 1.5.1 The invitation to bid will be published on the National Treasury website: <https://www.etenders.gov.za/Home/opportunities?id=1>.
- 1.5.2 Bidders are required to inform the Department ([Marco.Ramjan@westerncape.gov.za](mailto:Marco.Ramjan@westerncape.gov.za)) via email once they have downloaded the bid document from the E-Tender Portal. This confirmation of receipt of the bid will be on record, and any future communication will be conducted via the email address provided.

#### 1.6 SUBMISSION OF BIDS

- 1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing date and time at **11:00 am on FRIDAY, 05 July 2024**.

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH AND WELLNESS" AT:**  
Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7:30 am to 5 pm (excluding public holidays).

- 1.6.2 **Late bid and/or sample submissions will not be accepted for consideration.**

- 1.6.3 By the time of bid closing, Bidders are required to submit a hard copy of all documents, including all pages of this bid document, all its annexures and any requested or supplementary information provided by the bidder in response to this call for bids.
- 1.6.4 Bids submitted by Joint Ventures of two or more companies must be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn affidavits in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the companies forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning. Bidders to also take note of the applicable section of WCBD1 – Part B – Section 2.
- 1.6.5 Bids submitted by telegram, telex, fax or email will not be considered.
- 1.6.6 Bidders are advised to refrain from soliciting the advice of the Security Personnel on duty should there be any uncertainty regarding the location of the Department's bid box. Any queries in this regard should be posed to the officials listed in par. 1.3.

## SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

### 2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

- 2.1.1 This bid is subject to:
- the General Conditions of Contract (GCC);
  - any other Special Conditions of Contract (SCC);
  - the application of the **80:20** Preferential Procurement Points System;
  - the provisions outlined in this Section 2.
- 2.1.2 The conditions form part of the bid and failure to comply herewith may invalidate your bid.
- 2.1.3 **Order of Precedence:**
- 2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.
- 2.1.3.2 The SCC supplements the GCC.
- 2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.
- 2.1.4 In this document words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- 2.1.5 Offers are to be valid for **120 Calendar Days** from the closing date and time of bid.
- 2.1.6 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 5. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

### 2.2 RIGHTS OF THE PARTIES

- 2.2.1 Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. Conversely, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.
- 2.2.2 The Department reserves the right, at its sole discretion, to:
- a) withdraw any services, in whole or in part, from the scope of this bid, prior to the award of the bid;
  - b) terminate any party's participation in the bid process for non-compliance with bid requirements that are both material and mandatory;
  - c) accept or reject any response to this invitation to bid without liability to any party;
  - d) amend the bid process, including its closing date or any other date within its scope, on reasonable notice to bidders and at its sole discretion;
  - e) cancel the bid or any part of the bid before the bid has been awarded, if:
    - i. Due to changed circumstances, there is no longer a need for goods or services specified in the invitation.
    - ii. Funds are no longer available to cover the total envisaged expenditure.
    - iii. No acceptable tender is received.
    - iv. There is a material irregularity in the tender process.
  - f) not accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department; and
  - g) reject all responses submitted and to embark on a new bid process.
- 2.2.3 The decision to cancel or amend the tender invitation shall be published in the same way that this tender invitation was advertised.
- 2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

### 2.3 BID DOCUMENTS

- 2.3.1 Bid Documents shall be completed in black ink only.
- 2.3.2 All documentation submitted will be in English.
- 2.3.3 All bids must be deposited in a sealed envelope, marked with the name and address of the bidder, the bid number and closing date. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

- 2.3.4 Bidders must respond to all sections of this bid and provide completed, signed, original Bid Documents and all mandatory documents as outlined in Paragraph 2.5. Only original, signed documents will be considered by the Department as official bid submissions. Bidders may prepare photocopies for their own records.
- 2.3.5 No alterations, erasures, omissions or additions shall be made to the text or condition of these documents, except where expressly requested. Should any unauthorised change be made, such changes will not be recognised, and the original document shall apply.
- 2.3.6 No offers may be submitted on documents other than the Bid Documents included herein. The Bid Documents may not be re-typed or redrafted.
- 2.3.7 Any additional information which the Bidder feels appropriate for inclusion in their offer and made available to the Department for consideration should be furnished as a separate Annexure to the Bidder's offer.
- 2.3.8 Bidders must ensure that no pages are omitted or duplicated in their bid submissions. The Department accepts no liability arising from omitted or duplicated pages.
- 2.3.9 Failure to submit any of the information requested may result in the Bidder being disqualified.
- 2.3.10 The Department reserves the right to confirm with third parties the accuracy of any information submitted as part of this bid.

## **2.4 SUPPLIER DATABASE REGISTRATION**

- 2.4.1 **All bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**
- 2.4.2 **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.**
- 2.4.3 Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and not their B-BBEE status on CSD. Bidders are further required to complete the attached form WCBD4. All other mandatory documents held on WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB) will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.
- 2.4.4 All prospective unregistered bidders are invited to self-register on the CSD on [www.csd.gov.za](http://www.csd.gov.za)- such **registration is to be completed at the time of bid closing.**
- 2.4.5 All **bidders who are already registered on the CSD** are advised to confirm their registration status on [www.csd.gov.za](http://www.csd.gov.za) before submitting their bid.
- 2.4.6 Assistance with the registration process can be sought by contacting the Department's e-Procurement Helpdesk at: [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za).

## **2.5 MANDATORY WESTERN CAPE BID DOCUMENTS**

- 2.5.1 Bidders must complete all the following mandatory Western Cape Bid Documents:

<b>Western Cape Bid Document (WCBD) Reference</b>	<b>Western Cape Bid Document Name</b>	<b>Comment</b>
WCBD 1	Offer by the Bidder and Bid Summary	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 3.1	Pricing Schedule	Failure to complete this form will invalidate your offer
WCBD 3.4	Specifications	Failure to complete this form will invalidate your offer
WCBD 4	Declaration of Interest	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 5	The National Industrial Participation Programme	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and Codes of Good Practice	N/A

- 2.5.2 Please do not include unnecessary documents in your bid, as this makes your offer cumbersome to handle.
- 2.5.3 **Only the B-BBEE status stated on the completed WCBD 6.1 listed above will apply to the evaluation of this bid and not the B-BBEE status on the Western Cape Supplier Evidence Bank (WCSEB) or CSD.**
- 2.5.4 The mandatory Western Cape Bid Documents and all further mandatory documents are listed in **Section 11**. Failure to submit the mandatory documentation will render your offer non-compliant.

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

**2.7 CONSENT TO THE AWARD**  
The successful bidder will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The successful bidder will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

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

**2.8 CONTACT DETAILS**  
Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name & Surname: .....

Designation: .....

Telephone no with area code: .....

Fax no: .....

Cell phone no: .....

Email address: .....

### SECTION 3: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract form part of the Contract which will be concluded between the Department and the Service Provider. By submitting a bid in response to this call for submissions, Bidders accept all the Special Conditions listed herein. The Special Conditions of Contract are to be read as incorporating all provisions in all sections of this bid, and, together with the General Conditions of Contract, constitute the full bid.

#### 3.1 DEFINITIONS

For purposes of this Bid Document:

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

terms defined in the GCC are used through this document.

#### 3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

The Bidder may not assign, cede, transfer, sell or alienate in any way this Contract or any part thereof to any other person or company without prior written approval from the Department for the Contract period as stipulated in the GCC.

The Bidder may only appoint subcontractors as identified in the WCBD 6.1 in Section 9 of this document and must seek written approval from the Department prior to implementing any change to its subcontractor agreements.

The Department will have no contractual relationship through this Contract with any subcontractor appointed by the Bidder. However, any subcontractor appointed by the Bidder shall be subject to all Departmental policies, strategies, rules, laws and regulations.

The Bidder will be exclusively responsible for contractual compliance by any subcontractor. This includes the delivery of services, all damage caused by a sub-contractor, and the management and payment of any subcontractor appointed to deliver the services.

#### 3.3 PRICES

Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs and applicable taxes, i.e. prices shall be quoted nett and VAT inclusive. The department reserves the right to award per institution taking into consideration the bidders' capability and ability to execute the contract.

#### 3.4 MANUFACTURER/SUPPLY AGREEMENT

If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) for this bid, and that if you are awarded this bid,

#### 3.5 FIRM PRICES (SEE WCBD3.1, PARAGRAPHS 1.1-1.3)

3.5.1 Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.

3.5.2 Prices subject to ROE variations are deemed firm. Where the bid prices will be affected partially or as a whole by a ROE variations and bidders are not in a position to absorb the effect, bids at prices subject to ROE will be considered. In the absence of any indication of exchange variation, bidders accept that no adjustment because of ROE variation may be claimed.

3.5.3 If items with wholly or partially imported content are offered, confirm whether prices are subject to ROE variations. (Please circle your option). YES / NO

3.5.4 If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1 paragraph B.

a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding (determined 10 days before bid closing, on Tuesday, 25 June 2024)

b) The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the maximum percentage of imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.

c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

#### 3.6 NON-FIRM PRICES (SEE WCBD3.2, PARAGRAPHS 2 & 2.1)

If prices are not firm; bidders are required to submit full particulars of the basis on which changes in contract prices will be calculated (details on form WCBD3.2).

**3.7 NEGOTIATIONS**

- 3.7.1 The Department reserves the right to enter into negotiations with bidders and contractors regarding inter alia price revisions, increases and service delivery should it be deemed necessary.

**3.8 ORDERING RESTRICTIONS AND QUANTITIES**

The institution shall not be restricted to minimum quantities.

**3.9 CLINICAL EVIDENCE**

The Department reserves the right to request clinical evidence of any product or service if and when required.

**3.10 PAYMENT**

In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible.

If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

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

**3.11 STATEMENT OF SUPPLIES AND SERVICES**

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

**3.12 COMPLIANCE FOR QUALITY**

Random samples will be collected from various institutions to conduct quality compliance testing throughout the contract period.

**3.13 PENALTIES**

- 3.13.1 Penalties and pro rata deductions:

- Deductions and penalties will be incurred against the successful bidder if institutions turnaround time is not adhered to.
- The successful will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.

**3.13 TERMINATION OF APPOINTMENT**

- 3.13.1 Notwithstanding any other provision in this contract, The Department shall be entitled to terminate the contract forthwith by written notice to the successful bidder if the successful bidder:

- enters insolvency;
- commits a fraudulent or dishonest act; not limited to invoices and SARS matters etc.
- is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
- is guilty of any conduct which is prejudicial to The Department's interest;
- has a civil judgment entered against it;
- renders a standard of service which is below the standards set out in the bid specifications and fails to remedy such standard of service within 7 (seven) consecutive days of receiving written notice informing it of such breach;

- 3.13.2 The Department reserves the right to terminate the contract for individual institutions or as a whole, within the scope of the contract, where poor performance has failed to be remedied following the issuance of three (3) warning letters, and or breach has been identified. **Contractors who is in breach of contract will be listed on the Restricted Supplier and Tender Defaulter.**

### THE BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that: -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
  - (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and the Preference Certificate (if attached), with all of which I am/we are fully acquainted;
  - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
  - (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation\*/no participation\* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved:

\*(Delete whichever is not applicable)

Section 4  
PART A  
INVITATION TO BID

WCBD 1

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

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

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

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

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>											
BID NUMBER:		WCGHCC0025/2024		CLOSING DATE:		05 July 2024		CLOSING TIME:		11:00	
DESCRIPTION		SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.									
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>											
Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville											
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>						<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>					
CONTACT PERSON		Mr M Ramjan				CONTACT PERSON		Mr Robert Swart			
TELEPHONE NUMBER		021 834 9021				TELEPHONE NUMBER		044 802 4562			
FACSIMILE NUMBER		N/A				FACSIMILE NUMBER		N/A			
E-MAIL ADDRESS		Marco.ramjan@westerncape.gov.za				E-MAIL ADDRESS		Robert.swart@westerncape.gov.za			
<b>SUPPLIER INFORMATION</b>											
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:				AND		CENTRAL SUPPLIER DATABASE No:		MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No									
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>											

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILED THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE

WCBD 3.1

SECTION 5

WCGHCC0025/2024: SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

NAME OF BIDDER:	BIDNUMBER: WCGHCC0025/2024
CLOSING TIME: 11:00	CLOSING DATE: 05 July 2024

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID CLOSING

PRICING SCHEDULE

ITEM	DESCRIPTION OF ITEM	QUANTITY	BID PRICE IN SA CURRENCY INCLUDING VAT
1	Complete CT unit Khayelitsha Hospital	1	R.....
2	Room alterations Khayelitsha Hospital	lumpsum	R.....
3	Complete CT unit Mitchells Plain Hospital	1	R.....
4	Room alterations Mitchells Plain Hospital	lumpsum	R.....
5	Complete CT unit Karl Bremer Hospital	1	R.....
6	Room alterations Karl Bremer Hospital	lumpsum	R.....
			R.....
	Grand Total		R.....

Note to bidders

1. Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs and applicable taxes, i.e. prices shall be quoted nett and VAT inclusive.
2. The offered price must include all installation costs and all costs of any alterations that might be necessary for the successful functioning of the equipment.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

## ADDITIONAL CONDITIONS OF BID

### APPLICABLE TO ALL BIDS FOR HOSPITAL EQUIPMENT

#### 1. INFORMATION TO BE SUPPLIED WITH BID

- 1.1. Bidders must give descriptive answers to every point in the specifications, in the column provided.
- 1.2. Deviation from specifications will not necessarily invalidate a bid but all such variations must be clearly stated by the bidder with a full description of how the intended end-result is achieved.
- 1.3. Full technical descriptions, together with technical literature and diagrams (where applicable) should also be included.
- 1.4. Bidders must, if applicable, state in accordance with which code of practice the equipment offered, is being manufactured and tested.

#### 2. ELECTRICAL SUPPLY

- 2.1. Unless otherwise stated in the specifications, all equipment requiring a mains electrical supply must be designed to operate with satisfactory stability and repeatability when connected to a 220 Volt (+10% and – 15%) single phase, 3 wire, or a 380 Volt (+10% and –15%) 3 phase, 5 wire, 50 Hertz supply.
- 2.2. Any other voltage stabilisation or smoothing required to ensure proper functioning of the equipment must be included in the bid price, i.e. the equipment, as supplied, must function correctly without the Provincial Government having to supply a voltage stabilisation or smoothing unit or having to modify the electrical reticulation.
- 2.3. If applicable, electronic circuitry in the equipment must not be susceptible to damage from transient interference on the electric supply mains.
- 2.4. All motors, fans and inductors in the equipment must be specifically designed for 50 Hertz.
- 2.5. Bidders are to state what the temperature and humidity requirements are for the equipment.
- 2.6. All movable electrical equipment must be supplied with international colour coded, 3 core, non-kink cabtyre flex 3 metres long and terminated in a non-breakable, SABS approved 15A round 3 pin plug.

#### 3. SAFETY REQUIREMENTS

- 3.1. All mechanical and electrical equipment supplied must comply with all statutory and local authority laws, regulations, the SABS specifications and Codes of Practice relating to the safety and radiation aspects of the type of equipment in question.

#### 4. SPARES AND SERVICES

- 4.1. Bidders must indicate whether a service contract exist between themselves and the Western Cape Provincial Government. If so, the Provincial Government's file reference number must be quoted and it should be stated whether the exiting contract should be extended to include the equipment being offered in response to this bid or whether a separate service contract is to be negotiated.
- 4.2. Where a Maintenance Service Agreement is to be negotiated the Standard Western Cape Provincial Government format SHALL be used. An indication of service charge, service frequency and time lag between call and response must be given in the bid.
- 4.3. All service and maintenance inclusive of spares and labour required to maintain the equipment during the guarantee period (first 12 months after installation) must be free of charge.

#### 5. TECHNICAL DOCUMENTS

- 5.1. The technical documentation where required, must be of a professional standard. Photostat copies are acceptable provided that they are well produced on a white background and that all printing, photographs and drawings are clear. Fold-out drawings joined with adhesive tape are not acceptable. The documentation must contain the following:
  - General data and full specifications of the equipment such as function, dimensions, installation, instructions and supplies required (with allowable variations)
  - Short description of the operation at block diagram level

**Note: The questionnaire below must be completed in full by replying to each and every question.**

- A. Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification?  
.....
- C. Are you the manufacturer? Please circle your option. YES/NO
- D. If not, indicate deviations on attached specification or separate sheet.
- E. Period required for delivery. ....
- F. Please state packaging offered if applicable. ....
- G. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) YES /NO
- H. If so, state your VAT registration number .....
- I. Are the prices quoted for the service firm for the full contract period? .....
- J. Is the delivery period firm? Please circle your option. YES/NO
- K. Indicate guarantee period .....
- L. What is the approximate value of spares carried in stock in South Africa for this particular make and model of machine R \_\_\_\_\_
- M. If the prices are not firm for the full period please complete form WCBD 3.1/2

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

DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

1. **Firm prices**
- 1.1 Firm prices means **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.
- The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**
- 1.2 Firm prices linked to fixed period adjustments, i.e. FIVE tier prices (firm 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year prices), and only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

**Note:** All claims for rate of exchange must be made **within 60 days of delivery** in order for bidders to qualify for price adjustments.  
Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

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

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

2. Non-firm prices

Non-firm prices are prices linked to proven adjustments.

2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

2.2 In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + ... Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

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

3. The following index/indices was/were used to calculate the bid price:

- 3.1 Index .....dated                      Index .....dated                      Index .....dated
- Index .....dated                      Index .....dated                      Index .....dated

WCBD 3.1/2

3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

(D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**PLEASE NOTE:** Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

Section 6  
SPECIFICATIONS

WCBD 3.4

NAME OF BIDDER: .....	BID NUMBER: WCGHCC0025/2024
CLOSING TIME: 11:00	CLOSING DATE: 05 July 2024

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

WCGHCC0025/2024 SUPPLY, DELIVERY AND INSTALLATION OF CT SCANNERS FOR INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.
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THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.1 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL) (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

IMPORTANT NOTE:

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

INSTRUCTIONS:

\* Bidders must complete the entire document in full. Failure to provide all requested information will result in non-compliance.

1.	SCOPE		
1.1	<p><b>THIS SPECIFICATION ESTABLISHES THE REQUIREMENTS FOR THE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING AND TRAINING OF HELICAL MULTISLICE CT SCANNERS FOR USE IN:</b></p> <p>1) MITCHELLS PLAIN HOSPITAL 2) KHAYELITSHA HOSPITAL 3) KARL BREMER HOSPITAL</p>		
2.	<p><b>APPLICABLE DOCUMENTS</b></p> <p><i>The onus rests with the prospective tenderer to avail him/herself of the following documents which form part of this specification:</i></p>	<p><b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required. Where it is stipulated that a document must be submitted, it is <b>mandatory</b> to attach the documents. (Failure to submit to submit the relevant documentation will render the offer non-compliant)</p>	
2.1	General Condition of Contract. No alternations are allowed.	Comply	Do not Comply
2.2	Additional Conditions of Bid as set out in the specification.	Comply	Do not Comply
2.3	The Hazardous Substances Act No.15 of 1973.	Comply	Do not Comply
2.4	SAHPRA license to be included in the offer.	Comply	Do not Comply
2.5	IEC 601-1 (Medical Electrical Equipment.)	Comply	Do not Comply
2.7	Occupational Health and Safety Act, Act no 85 of 1993 and Regulations.	Comply	Do not Comply
2.8	<b>GENERAL NOTE</b>		
2.9	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical expertise with regards to clinical functionality, performance, and quality. The decision of this committee will be used as motivation for the acceptance or non-acceptance of the unit. For this reason, a demonstration unit shall be readily available, or the bidder shall take two representatives of the Department to a site where a similar unit is installed in functional order. The cost for this site visit is for the account of the bidder, and it will not place any obligation on the Department to procure from this specific bidder. The site visit shall be to a site that is the same installation as offered in this bid.	Comply	Do not comply
2.10	Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer, and that the OEM undertakes to supply expertise, training, and support to maintain	Comply	Do not Comply

	the equipment. No third party service support will be acceptable.		
2.11	Descriptive literature, colour pamphlets, brochures (describing all features specified) and technical data sheets must accompany the bid offer, failing of which the bid will not be considered.	Comply	Do not Comply
2.12	Bidder to list sites, with contact details, where the offered equipment is already installed in the country, and preferably in the Western Cape. The Department reserves the right to independently contact any installation site to discuss the installed units.	Comply	Do not Comply
3.	<b>SCOPE</b>	<b>REPLY: "SELECT COMPLY OR DO NOT COMPLY" or add information where requested. Do NOT type</b>	
3.1	The offered system shall be of modern slip-ring technology, and shall be capable of a minimum of 64 (sixty four) slices per rotation.	Comply	Do not Comply
3.2	The system shall be of the newest technology, and the youngest upgrade shall not be more than three years ago. Older technology will not be acceptable. Bidders to indicate the youngest version of the offered unit, and for how long it will be supported.	Comply	Do not Comply
3.3	If any shortcoming is detected at any site, bidders shall quote for the rectification as an option in their bid offer. Bidders to list and price these options separate, to facilitate fair comparability of offers.	Comply	Do not Comply
3.4	The offer shall include the removal and disposal of the current Siemens 16 slice units. If bidders choose to make a purchase offer for the units, it shall form part of the bid documents submitted. The offered amount must not form part of the tender amount for the new units. The purchase amount must be clearly stated in the documents submitted. The successful bidder that offers the highest purchase amount will receive the contract to remove and dispose of the units. The successful bidder that offers the highest amount can differ from the successful supplier of the new units. Arrangement will be made with the successful bidder for the removal of the current units to ensure minimal interruptions to service delivery.	Comply	Do not Comply
3.5	The following factors will play a role in the adjudication criteria: <ul style="list-style-type: none"> <li>• User friendliness of offered unit,</li> <li>• Image quality,</li> <li>• Servicing ability of the supplier in Western Cape,</li> <li>• Applications support of supplier in Western Cape,</li> <li>• Cost of ownership</li> </ul>	Comply	Do not Comply

<p><b>3.6</b></p>	<p>The CT is required to perform rapid and sophisticated diagnostic tomographic examinations on paediatric to adult patients, and the following CT examinations is the minimum that shall be included in the offered price (but not limited to)</p> <p>3.6.1 Head (All neurological and head and neck exams)</p> <p>3.6.2 Ear, Nose and Throat imaging (All exams)</p> <p>3.6.3 Chest, including high resolution scans both Helical and Sequential Imaging</p> <p>3.6.4 Abdomen and Pelvis</p> <p>3.6.5 Musculo-Skeletal</p> <p>3.6.6 Spine</p> <p>3.6.7 Soft tissue</p> <p>3.6.8 Vessels</p> <p>3.6.9 CT Angiography for routine CT angiography, non-cardiac.</p> <p>3.6.10 3 D Reconstruction, including MPR, MIP, SSD and Volumetric displays/VRT – Volume rendering.</p> <p>All software required for the abovementioned studies shall be included (and clearly shown in the quote) in the offered bid.</p>	<p>Comply</p>	<p>Do not Comply</p>
<p><b>3.7</b></p>	<p>The unit shall be fully DICOM 3 compliant. The unit shall provide the following DICOM services:</p> <p>DICOM Modality Worklist.</p> <p>DICOM store</p> <p>DICOM storage Commitment</p> <p>DICOM print.</p> <p>DICOM Modality performed Procedure Step (MPPS)</p> <p>DICOM Query</p> <p>DICOM Retrieve</p> <p>The attached DICOM and IHE statements shall be completed by all bidders. The unit shall be ready to receive RIS information that allows for DICOM procedure mapping.</p>	<p>Comply</p>	<p>Do not Comply</p>
<p><b>3.8</b></p>	<p>The system should be interconnected (all the workstations, any laser systems, printers etc.) and the CT scanner should be able to be networked at the site to allow transfer of CT data sets in Digital Imaging and Communications in Medicine (DICOM) format to a hospital information system (HIS), radiology information system (RIS) and picture archiving and communication system (PACS) system</p>	<p>Comply</p>	<p>Do not Comply</p>
<p><b>3.9</b></p>	<p>Dose computation and display: the system should display CT dose index (CTDI) – volumetric (CTDIvol) and weighted (CTDIw) – and dose-length product (DLP) and have the capacity to transfer this information to the exam record. Dose optimization tools should be available.</p>	<p>Comply</p>	<p>Do not Comply</p>

3.10	Prior application of irreversible compression ratio, processing, or cropping on the image and/or overlay should be indicated	Comply	Do not Comply
3.11	Guidelines on the maximum number of acceptable pixel defects are specified by ISO 9241 as a function of display class.	Comply	Do not Comply
3.12	Bidders to provide a full list of all sites where the offered units are in current use in South Africa.	Comply	Do not Comply
4.	<b>TECHNICAL SPECIFICATIONS</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> <b>Do not type.</b> <b>Add comments or attachments as required</b>	
	<p><b>The scanner offered shall consist of at least the following components, compliant to the specifications as described:</b></p> <p>Standard CT Scanner</p> <p>4.1.1 Gantry</p> <p>4.1.2 X Ray Generator</p> <p>4.1.3 X Ray tube</p> <p>4.1.4 Detector system</p> <p>4.1.5 Patient table</p> <p>4.1.6 Operators console</p> <p>4.2 Additional workstation – For each of the sites</p> <p>4.3 An external hard drive – size not less than 8Tb. One for each site.</p>		
	<p><b>The following items shall be offered as options:</b></p> <p>4.5 Any additional accessories and options available on the table</p> <p>4.6 Any available software not included for the Operator's console.</p> <p>4.7 Any available software not included for the Workstation.</p> <p>4.8 Any additional software that the bidder can provide to enhance the functionality on the offered CT.</p>		
4.1.1	<b>GANTRY</b>		
4.1.1.1	The offered system shall employ the most modern slip-ring design technology, Bidders to state the technology employed.	Comply	Do not Comply
4.1.1.2	The gantry shall have a bore of at least 700mm. State the bore size of the offered unit.	Comply	Do not Comply
4.1.1.3	The gantry shall have a tilt facility of at least 30° in both directions. State the gantry tilt of the offered unit.	Comply	Do not Comply
4.1.1.4	Tilting operation shall be possible from the gantry, as well as remotely from the operator's console. Bidder to indicate safety measures possible when tilting from remote console.	Comply	Do not Comply
4.1.1.5	The gantry shall allow for scans to be performed either head or feet first, face up or down.	Comply	Do not Comply

4.1.1.6	The unit shall have a fan angle of at least 48°.	Comply	Do not Comply
4.1.1.7	Variable FOV (Field of View) of at least 500mm. Bidders to state their FOV options, with best resolution at each size.	Comply	Do not Comply
4.1.1.8	Bidders to state their unit's detector sampling rate per rotation for superb imaging quality.	Comply	Do not Comply
4.1.1.9	The unit shall have a scan time of not higher than 0,4 seconds per 360° rotation. Bidders to clearly state the scan times on the offered unit.	Comply	Do not Comply
4.1.1.10	It shall be possible to scan continuously a length of 1.8m high resolution chest, abdomen, pelvis, and lower limbs without cooling time. Bidder to state the longest possible scan length of the offered unit.	Comply	Do not Comply
4.1.1.11	Partial scans of 0,4 seconds or better is required for Trauma and Paediatric patients, as well as Low dose scanning techniques. Bidders to state shortest possible scan times.	Comply	Do not Comply
4.1.1.12	A precision triple laser light system is required within the gantry suitable for accurate patient positioning. The Bidder to state the accuracy of the offered triple laser light system	Comply	Do not Comply
4.1.1.13	The following displays shall be present on either side of the gantry: (i) Gantry tilt (ii) Bed height (iii) Position of bed.	Comply	Do not Comply
4.1.1.14	The positioning controls for tilt, height and bed position shall be available on both sides of the gantry.	Comply	Do not Comply
4.1.1.15	Emergency stop switches shall be available on both sides of the gantry.	Comply	Do not Comply
4.1.1.16	A two-way intercom shall be present between the operator and the patient being scanned. Voice recordings in at least two official languages shall be available to simplify patient instructions during scanning.	Comply	Do not Comply
4.1.2	<b>X RAY GENERATOR</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required</b>	
4.1.2.1	The generator shall have an adequate output to perform all the CT examinations as described.	Comply	Do not Comply
4.1.2.2	The generator and tube shall be ideally matched to perform all the examinations (including CT Angiography). Bidders shall prove this with all means possible (Descriptive literature, formulas, as well as during the site visit to an installed unit)	Comply	Do not Comply

<b>4.1.2.3</b>	As it is always strived to keep radiation to the patient as low as possible, bidders are requested to fully describe all dose reduction methods that can be done on the offered unit.	Comply	Do not Comply
<b>4.1.2.4</b>	Bidders to state the offered unit's mA values for the generator at sub-second speeds.	Comply	Do not Comply
<b>4.1.2.5</b>	Bidders to state the offered unit's kVp settings and selection range. The generator shall provide at least four different kV settings.	Comply	Do not Comply
<b>4.1.2.6</b>	The generator and tube output shall be sufficient to guarantee a full helical scan at the stated lowest contrast resolution. Bidders to state the factors used: kVp, mA, Time and Dose received.	Comply	Do not Comply
<b>4.1.2.7</b>	The unit shall support at least 200 scans in 100 seconds using 0,5 second scan time or better during spiral scan mode.	Comply	Do not Comply
<b>4.1.2.8</b>	Bidders to state the maximum mA at 120kV required to obtain a spiral scan for 100 seconds of continuous radiation at the lowest stated low-contrast resolution.	Comply	Do not Comply
<b>4.1.2.9</b>	Preference will be given to units where the generator is mounted on the slip-ring yoke within the gantry, allowing for more compact equipment layout and smaller siting requirements.	Comply	Do not Comply
<b>4.1.3</b>	<b>X RAY TUBE</b>		
<b>4.1.3.1</b>	A high-speed rotating anode x ray tube matching the generator output is required with dual focal spot technology. Bidders to state focal spot sizes.	Comply	Do not Comply
<b>4.1.3.2</b>	It is imperative that bidders explain the heat storage capacity of the tube in detail. This shall include heat and cooling curves and cooling methods. It is the responsibility of the bidder to prove to the Department that the tube will be able to perform continuous scans in a fast patient throughput environment without waiting times for cooling down of the tube. CT of High BMI patients should be possible without overheating being an issue between phases of the exam. This shall be proved theoretically, as well as during a site visit to an installed unit.	Comply	Do not Comply
<b>4.1.3.3</b>	Bidders to state the guarantee of the tube, as well as any exclusion on the guarantee. Guarantee to be stated in gantry rotations.	Comply	Do not Comply
<b>4.1.3.4</b>	Bidders to state the replacement cost of a tube for the offered unit (in the exchange rate applicable when the tender was submitted).	Comply	Do not Comply
<b>4.1.3.5</b>	Bidders to supply all technical documentation regarding the offered tube.	Comply	Do not Comply

4.1.4	DETECTOR SYSTEM	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
4.1.4.1	The detectors shall be of a solid-state design, stable and independent of temperature fluctuations.	Comply	Do not Comply
4.1.4.2	Bidders to state the type and number of detectors employed (number of rows and number of detector channels per slice) to enable the 64 slices per rotation.	Comply	Do not Comply
4.1.4.3	Data acquisition system shall have a dynamic range of $\pm 1\,000\,000:1$ . Bidders to state the detector sampling rate in views/second.	Comply	Do not Comply
4.1.4.4	The unit shall have a pre-patient collimation system with reference detector.	Comply	Do not Comply
4.1.4.5	Bidders to describe the unit's collimation system details.	Comply	Do not Comply
4.1.4.6	All phantoms/test equipment that will be required by the user to perform daily/weekly/monthly checks shall be included in the offer. Bidders to state details of phantoms/test equipment included in the offer.	Comply	Do not Comply
4.1.4.7	Air calibration shall be done as part of the system warm-up procedure. Bidders to describe all other calibrations required, frequency required, and how it is performed.	Comply	Do not Comply
4.1.4.8	It shall be possible to select multiple slices. Bidders to state range and slice thicknesses offered.	Comply	Do not Comply
4.1.4.9	Spatial resolution of at least 1.6 lp/cm in high resolution mode (Bidder to state resolution in Ultra-high mode).	Comply	Do not Comply
4.1.4.10	Bidders to detail the capability to accomplish at least multiple 0,5mm slices per rotation using Isotropic volume acquisition. All detector innovations showing clinical benefit to the user, patient, dose, resolution, and image quality shall be detailed described with manufacturers' documentation. This shall also be clearly demonstrated during the site visit.	Comply	Do not Comply
4.1.4.11	If not already done in 4.1.2.3, bidders to state the dose-saving features of the offered unit. State all innovations to decrease patient dose and improve image quality.	Comply	Do not Comply
4.1.5	PATIENT TABLE	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type.	

		Add comments or attachments as required	
4.1.5.1	The offered unit shall be able to accommodate a patient load of at least 200kg at full extension.	Comply	Do not Comply
4.1.5.2	Bidder to state the offered patient table's minimum and maximum vertical height range and horizontal movement. Vertical height shall be suitable to be able to easily transfer patient from a trolley to the couch.	Comply	Do not Comply
4.1.5.3	The moveable component of the patient table shall have a minimum width of approximately 470mm.	Comply	Do not Comply
4.1.5.4	The table shall allow a longitudinal travel of approximately 1 800mm, allowing maximum scan coverage of the patient.	Comply	Do not Comply
	Reproducibility (re-positioning accuracy) shall be approximately 0,25mm for a 180kg patient.	Comply	Do not Comply
4.1.5.5	It shall be possible, during patient emergencies, to manually remove the tabletop to enable resuscitation of the patient outside the gantry.	Comply	Do not Comply
4.1.5.6	The tabletop shall be radiolucent with minimal filtering effect.	Comply	Do not Comply
4.1.5.7	The patient table controls as well as the laser light guide control shall be available on both sides of the gantry, as well as on the operator's console.	Comply	Do not Comply
4.1.5.9	It shall be possible to control/programme motorized removal of the tabletop from the gantry without re-indexing for continued patient scanning during emergency and interventional procedures.	Comply	Do not Comply
4.1.5.10	The following accessories for patient positioning shall be included and brochure of the accessories must be submitted: (i) Axial headrest supports (ii) Coronal headrest supports (iii) Auxiliary cart/storage cupboard (iv) Table leg extender (v) Security/Immobilizing straps (vi) Infant cradle and straps (vii) IV arm support (viii) Triangular knee support (ix) Adult and paediatric adjustable body and head straps (x) Patient transfer board (xi) Mattress	Comply	Do not Comply
4.1.5.11	All other accessories and option available on the patient table shall be clearly indicated and quoted as options.	Comply	Do not Comply
4.1.6	<b>OPERATORS CONSOLE</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> <b>Do not type.</b> <b>Add comments or attachments as required</b>	

4.1.6.1	The unit shall have a minimum of 48cm high-resolution flat LCD colour monitor with 1280X1024 and 256 grey levels display resolution.	Comply	Do not Comply
4.1.6.2	The graphical interface shall be user friendly, and easy to use, and shall allow <b>simultaneous scanning, reconstruction, archival and image display</b> . Bidder to confirm.	Comply	Do not Comply
4.1.6.3	The system shall utilise an operating system of not lower than Windows 10. Bidder to confirm the OS used in the offered system.	Comply	Do not Comply
4.1.6.4	Noise reduction software shall be provided to reduce noise, improve image quality, and increase clinical diagnostic value.	Comply	Do not Comply
4.1.6.5	Protocols and scan parameters shall be easily selectable by a menu-driven system. There shall be more than 300 different protocols for scanning sequences, and it shall be possible to modify these protocols to suit revised clinical requirements for individual patients	Comply	Do not Comply
4.1.6.6	The console shall be able to store/archive images on commercially available and USB disks/drives in a generally recognisable and readable DICOM 3 format.	Comply	Do not Comply
4.1.6.7	Bidders to state the unit offered can still store on a CD and DVD.	Comply	Do not Comply
4.1.6.8	If the unit can still store images on CD/DVD shall be loaded with a DICOM viewer, to be viewed on any standard PC. Bidder to state if the PACS viewer can be installed as an option.	Comply	Do not Comply
4.1.6.9	Bidders to provide details about the image archiving and storage facility as well as the number of 512 X 512 images that can be stored on the internal hard drive. The hard drive shall be large-capacity industry standard, and easily upgradeable.	Comply	Do not Comply
4.1.6.10	Bidders shall include an external hard drive of not less than 8 Tb to facilitate extra storage space. Bidders to state if it is possible to link this to the internal hard drive.	Comply	Do not Comply
4.1.6.11	The console shall have a radiation dose readout when the study is planned, as well as after scanning is completed for each patient. The radiation dose report must be sent to PACS as part of the study. Bidders to confirm.	Comply	Do not Comply
4.1.6.12	Bidders to provide details of reconstruction time for all matrices and scanning modes i.e. sequential and spiral modes. The reconstruction time shall be equal to or less than 1 second per 512X512 matrix image to avoid long delays waiting for images to be reconstructed. Again, this shall be proved to users during the site visit.	Comply	Do not Comply
4.1.6.13	Reconstruction of scanograms pilot view shall be in real time.	Comply	Do not Comply

<b>4.1.6.14</b>	Bidders to state, with details, all software included with the offered console. All other available software applications not included in the price shall be listed as options with full description of the intended use.	Comply	Do not Comply
<b>4.1.6.15</b>	Image archiving to local hard drive and PACS shall be possible from the Operators console.	Comply	Do not Comply
<b>4.1.6.16</b>	<p>The Operators console shall have the following image viewing capabilities/features/requirements as standard. These capabilities shall be demonstrated at the site visit.</p> <ul style="list-style-type: none"> <li>(i) Adjustable window levels and widths – Describe</li> <li>(ii) Programmable window settings – Describe and state</li> <li>(iii) Image rotation</li> <li>(iv) Multiple Image Display</li> <li>(v) Image magnification</li> <li>(vi) Comment display</li> <li>(vii) Annotation</li> <li>(viii) Arrow insertion</li> <li>(ix) Distance and angle measurement</li> <li>(x) Co-ordinates in cm or mm or pixels, of the crosswire or cursor position on the image.</li> <li>(xi) ROI's of all types shall be provided, including circular, oval, user defined and automatic.</li> <li>(xii) Bidders to state the number of simultaneous presentations of ROI's, stating mean, standard deviation, area, and number of pixels.</li> <li>(xiii) Simultaneous scanogram view and reference axial display</li> <li>(xiv) CT number values including mean, standard deviation and area displayed within ROI.</li> <li>(xv) Double window technique</li> <li>(xvi) Superimposition of scale grid</li> <li>(xvii) Image addition</li> <li>(xviii) Image subtraction</li> <li>(xix) Reconstruction filters to enhance specific imaging parameters.</li> <li>(xx) Fusion imaging techniques for noise reduction</li> <li>(xxi) Reconstructive continuous zooms using raw data as well as high zoom.</li> <li>(xxii) Reconstructive filters to enhance specific parameters. State what is provided and available.</li> <li>(xxiii) Matrix filters for smooth, recursive or edge enhancement displays.</li> <li>(xxiv) Beam hardening correction</li> <li>(xxv) Metal artefact reduction correction shall be included</li> <li>(xxvi) Bowel gas correction</li> <li>(xxvii) Segmental reconstruction</li> <li>(xxviii) Cine reconstruction and view</li> <li>(xxix) CT Colonography shall be included in the offer.</li> <li>(xxx) CT Angiography for routine angiography shall be included in the offer.</li> </ul>	Comply	Do not Comply

	<p>(xxxi) CT virtual fluoroscopy shall be included in the offer.</p> <p>(xxxii) Bone removal software shall be included</p> <p>(xxxiii) A combination of Distance, ROI, Grid and Comment shall be simultaneously possible in one image</p> <p>(xxxiv) Multiplanar reconstruction of sagittal, axial. Coronal and user defined compound oblique directions. State if automated axial, sagittal or coronal views can be selected as a function.</p> <p>(xxxvi) Curved Multiplanar reconstructions</p> <p>(xxxvii) Stacking</p> <p>(xxxviii) Dynamic analysis</p> <p>(xxxix) 3D Surface rendering</p> <p>Bidder to list all other important capabilities that is available on the monitor</p>		
<b>4.1.6.17</b>	<p>The Operators console shall have the following display of information/data. These capabilities shall be demonstrated at the site visit.</p> <p>(i) Patient and Institution information</p> <p>(ii) Display software help functions. Bidders to indicate how the help function is accessed.</p> <p>(iii) Previously reconstructed images during or between scans</p> <p>(iv) Display window width</p> <p>(v) Display window levels</p> <p>(vi) Display of grey scale</p> <p>(vii) Tube potential</p> <p>(viii) X ray tube use monitor</p> <p>(ix) mAs value</p> <p>(x) Gantry tilt</p> <p>(xi) Table position</p> <p>(xii) Contrast medium indication</p> <p>(xiii) Enlargement factor</p> <p>(xiv) Slice thickness</p> <p>(xv) Image size</p> <p>(xvi) Radiation dose</p> <p>(xvii) Cursor/Pixel position address or co-ordinates and associated CT number value</p> <p>(xviii) Comments field</p> <p>Bidder to list all other important data/information that is displayed on the monitor.</p>	Comply	Do not Comply
<b>4.1.6.18</b>	<p>The offered shall have a console to gantry two-way intercom system for patient communication in one combined system. This system shall include digital voice programming for breathing protocols. State languages available.</p>	Comply	Do not Comply
<b>4.1.6.19</b>	<p>The operator's console shall be supplied with a UPS to support the unit for at least 30 minutes after power failure.</p>	Comply	Do not Comply
<b>4.2</b>	<b>ADDITIONAL WORKSTATION</b>	<p><b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b>  <b>Do not type.</b>  <b>Add comments or attachments as required</b></p>	

4.2.1	The offered workstation shall be independent from the main system, be high-speed, support CT DICOM 3 images, have at least a 48cm flat screen TFT LCD monitor with at least 1280X1024 resolution and allow for image viewing, post processing and sending to PACS.	Comply	Do not Comply
4.2.2	Bidders to supply full details of image transfer between the main system and the workstation.	Comply	Do not Comply
4.2.3	The image transfer shall occur in the background and cause no interference or delay in any functions of the workstation or the operator's console.	Comply	Do not Comply
4.2.4	The system shall utilise an operating system of not lower than Windows 10. Bidder to confirm the OS used in the offered system.	Comply	Do not Comply
4.2.5	The workstation shall have the minimum of the following specifications: i7 CPU 8 Gb RAM 1Tb hard drive Hi end graphics card. Network card at least 1 Gb specs. DICOM compliant: DICOM store, able to query and retrieve as well as DICOM print.	Comply	Do not Comply
4.2.6	The workstation shall include software for viewing, MPR, 3D and volume rendering.	Comply	Do not Comply
4.2.7	CT Angiography software shall be included as standard.	Comply	Do not Comply
4.2.8	Volumetric calculations from ROI's of sequential or non-contiguous slices shall be possible.	Comply	Do not Comply
4.2.9	The workstation shall be able to store/archive images on commercially available USB discs/drives in a generally recognisable and readable DICOM 3 format.	Comply	Do not Comply
4.2.10	It shall be possible to send images in DICOM 3 format to PACS from the workstation.	Comply	Do not Comply
4.2.11	The workstation shall be able to run PACS and RIS software of the Hospital.	Comply	Do not Comply
4.2.12	All software licences supplied with the unit and as options shall be permanent licences, and no annual renewable licences shall be acceptable.	Comply	Do not Comply
4.2.13	The additional workstation shall be supplied with a UPS to support the unit for approximately 30 minutes after power failure.	Comply	Do not Comply
5	<b>COMMUNICATION</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do not type. Add comments or attachments as required	
5.1	Bidders to complete the attached DICOM 3, IHE document in full. (Point 15)	Comply	Do not Comply

5.2	Bidders to ensure that all communication protocol is in place to send images to PACS.	Comply	Do not Comply
5.3	The demographic and scheduling information should be communicated electronically to the modality in a standard form. • Complete and consistent demographic data should be transferred across all systems	Comply	Do not Comply
5.4	Bidders to price as options all communication requirements that are not specifically mentioned in the specifications but is required/will improve the functionality of the offered equipment.	Comply	Do not Comply
6	<b>PERFORMANCE</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
6.1	Bidders to state dose required to achieve machine specifications at 1mm axial slice thickness to meet spatial and contrast resolution specifications. Any phantoms, ionization chambers and dosimeters required to measure and confirm radiation dose delivered shall be included in the offer. Bidders to state full details of equipment included.	Comply	Do not Comply
6.2	Bidder to state spatial resolution in lp/cm at cut-off and the applicable maximum FOV.	Comply	Do not Comply
6.3	Bidder to state if an ultrahigh resolution mode for inner ear and orthopaedic cases is available. State resolution in lp/cm of the ultrahigh resolution mode.	Comply	Do not Comply
6.4	Bidder to state method to achieve the ultrahigh resolution.	Comply	Do not Comply
6.5	Bidder to state the noise value of the system as well as the applicable kV, mAs, surface dose, scan time and slice thickness used.	Comply	Do not Comply
6.6	A variable pitch setting is required for spiral scanning mode. Supply details.	Comply	Do not Comply
6.7	Real-time reconstruction and display of images during the spiral mode is required. Bidder to state viewing rate in images per second.	Comply	Do not Comply
6.8	A bolus-timing package shall be included for accurate contrast examinations.	Comply	Do not Comply
6.9	Isotropic volume imaging is a requirement. Bidders to state the ability of the offered unit to produce isotropic voxels.	Comply	Do not Comply
6.10	Bidder to state the range of possible low-contrast resolutions per slice thickness. State the scan technique, phantom and radiation dose used to obtain the measurements.	Comply	Do not Comply
7	<b>GENERAL SYSTEM REQUIREMENTS</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	

7.1	Bidders to supply details of scan cycle time from start of first scan to start of second scan and include scan time, reconstruction time, archive to disk time, archive to printer time, and time required to prepare system for next scan.	Comply	Do not Comply
7.2	<p>The following scanning modes are required, with description and possible scan parameters used:</p> <ul style="list-style-type: none"> <li>(i) Scout view (or pilot view or scannogram or topogram) at any gantry angle showing location of the slices to be acquired and reconstructed. Variable slice spacing should be allowed on any one patient study.</li> <li>(ii) Single axial scan mode</li> <li>(iii) Helical scan mode</li> <li>(iv) Multiple slice helical scan mode</li> <li>(v) Dynamic scan mode</li> </ul> <p>Bidder to state any other scan modes available and included that can enhance clinical applications.</p>	Comply	Do not Comply
7.3	<p>The system shall have the following minimum volume scan mode characteristics:</p> <ul style="list-style-type: none"> <li>(i) Support for the acquisition of at least 100 scans in 100 seconds using a sub-second rotation time for one gantry rotation during the spiral scan mode.</li> <li>(ii) Possibility to program at least 10 different sequences.</li> <li>(iii) Bidder to state the maximum number of consecutive slices that can be acquired using the following kV and mA combinations in spiral and sequential mode. Assume a cold start at the sub-second rotation speed. 130mA/120kV 200mA/120kV 250mA/120kV 300mA/120kV</li> </ul>	Comply	Do not Comply
7.4	Bidders to state full details of scan indexing, slice thicknesses, table speeds and reconstructions for the offered system.	Comply	Do not Comply
7.5	Bidders to state helical pitch settings and flexibility afforded by the different pitches	Comply	Do not Comply
7.6	Inter-scan delay between end of one helical volume scan and beginning of next not to exceed 5 seconds.	Comply	Do not Comply
7.7	Image reconstruction using either 180 or 360° gantry rotations shall be possible.	Comply	Do not Comply
7.8	Bidder to state display matrices available.	Comply	Do not Comply
7.9	Bidder to state reconstruction matrices available and provide details of where different matrices would be used.	Comply	Do not Comply
7.10	Bidder to provide full details of how offered system initiates exposure for the spiral scan, to ensure optimum bolus concentration.	Comply	Do not Comply
8	<b>UPGRADE POLICY</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do not type.	

		Add comments or attachments as required	
8.1	Bidders to describe their upgrade policy and costing module for future equipment improvement.	Comply	Do not Comply
8.2	All upgrades related to patient safety shall be done free of charge, and the supplier shall take responsibility to inform the Department of the need for these upgrades.	Comply	Do not Comply
8.3	All future upgrades to remove software bugs shall be supplied free of charge.	Comply	Do not Comply
9	<b>INSTALLATION</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
9.1	Bidders to ensure that adequate access is available to ensure successful moving and installation of the equipment onto site.	Comply	Do not Comply
9.2	The offered price must include all installation costs and all costs of any alterations that might be necessary for the successful functioning of the equipment. The alterations must be detailed on a separate schedule. The layout must be shown on a plan that must be submitted with the tender documents. The alterations shall be priced as an option as detailed in the specifications	Comply	Do not Comply
9.3	The bidder must satisfy themselves as to the suitability of the power supply and the isolator. Should upgrading of the power supply or additional isolators, switches or filters be required, the cost of these and their installation shall be included in the offered price.	Comply	Do not Comply
9.4	The bidder shall supply and install all electrical trips, conduits, ducts, and any other inter-connecting cable to any part of the equipment.	Comply	Do not Comply
9.5	Any additional work that is required for the installation of the equipment such as fixing the equipment to the ceiling or floor or cutting channels must be included in the offered price.	Comply	Do not Comply
9.6	Bidders must satisfy themselves as to the environmental conditions. Any additional features that are required, must be detailed and be included in the offered price.	Comply	Do not Comply
9.7	The bidder will be responsible for the repair and making good of any damage to the room.	Comply	Do not Comply
9.8	All alterations must be approved by the CEO and the Engineer prior to any work commencing.	Comply	Do not Comply
9.9	The Department of Health and Wellness reserves the right to inspect the offered product on site regarding quality, performance and workmanship before a final decision is made.	Comply	Do not Comply

10	MAINTAINABILITY	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
10.1	Only offers that are locally supported by competent technical personnel shall be evaluated. State the number of technicians in your employ in the Western Cape and state the address of your repair facility.	Comply	Do not Comply
10.2	State (and prove by certificate) the training of the technical staff relevant to the equipment offered.	Comply	Do not Comply
10.3	State and provide evidence of the application training specialist that will provide application support on the offered product.	Comply	Do not Comply
10.4	Bidder to indicate which consumable and non-consumable items is required for the normal operation and standard maintenance of the equipment.	Comply	Do not Comply
10.5	Bidder to indicate the cost of each of the above items. This does not necessarily mean that these items would be purchased from the successful bidder.	Comply	Do not Comply
10.6	Bidder to indicate which of these items are proprietary items that only the supplier of the equipment can supply.	Comply	Do not Comply
10.7	In order to evaluate the life-cycle cost of the equipment, a suggested planned maintenance cost, estimated on a year-by-year basis for at least five years shall be quoted for. Bidders to supply a quote for a full, all-inclusive maintenance contract, including all glassware, preventative maintenance, repairs, travel, and QA as per Radiation Control. This quote shall include an SLA, for the Department to enter into a Service Agreement using these quotes. <u><b>Bidders to ensure that accurate figures are used for these maintenance plans, as it will be used to procure the SLA, or extended warranty and will form part of tender awarding and evaluation of the unit offered.</b></u>	Comply	Do not Comply
10.8	State guarantee period of the equipment, as well as any exclusion from the guarantee.	Comply	Do not Comply
10.9	Bidders to state the guarantee of the tube, and the replacement cost of a tube (including labour) – if no service contract is entered into.	Comply	Do not Comply
10.10	Bidders to clearly state that the guarantee will only start after full, successful installation and commissioning of the equipment.	Comply	Do not Comply
11	SAFETY	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
11.1	The unit shall comply with the necessary safety standards.	Comply	Do not Comply
11.2	Bidders must state its liability to comply with licensing requirements for ionising radiation producing equipment as follows:	Comply	Do not Comply

	(i) Licence to import (ii) Acceptance test (Provide details of test and measurement equipment) (iii) Annual QA programme (iv) Maintenance procedures (v) Equipment records		
11.3	To adhere to Radiation Control Regulations, bidders are requested to include the following Quality Assurance equipment in the tendered price: (i) A Log Book (ii) Daily graphs and check lists for CT QA (iii) Monthly QA checklists for CT units (iv) Annual QA checklists for CT units (v) A lockable cabinet to hold above records are to be wall-mounted in the room	Comply	Do not Comply
12	<b>TRAINING</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
12.1	Bidders must undertake to provide a comprehensive training schedule when required, for the User Department to ensure correct use and user-maintenance of the equipment.	Comply	Do not Comply
12.2	Bidders must state the cost and level of technical training offered.	Comply	Do not Comply
12.3	Training of users shall be provided by the successful bidder at no extra cost. Bidders shall provide a full training schedule for a radiologist and 3 Radiographers. Full details of the training (when, where, syllabus etc) shall be supplied.	Comply	Do not Comply
13	<b>DOCUMENTATION</b>	<b>REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW</b> Do <b>not</b> type. Add comments or attachments as required	
	<b>MAINTENANCE AND REPAIR MANUALS</b>		
13.1	The equipment might be maintained by the hospital technical staff after the guarantee period has expired, therefore:  (i) The bidder must provide DETAILED PREVENTATIVE MAINTENANCE and CALIBRATION PROCEDURES  (ii) The bidder must provide technical training in the THEORY of OPERATION, FAULT FINDING and CALIBRATION	Comply	Do not Comply
13.2	Manuals must be comprehensive, including circuit diagrams in case of electronic/electrical equipment, enabling resident technical staff to deliver complete technical support in case of equipment failure, as well as routine servicing.	Comply	Do not Comply
13.3	Manuals will be treated as confidential and for the sole use on equipment owned by hospitals in the Western Cape Region	Comply	Do not Comply

13.4	The supply of Workshop/Service Manuals, is a mandatory requirement of this offer and they must be in accordance with the requirement laid down above.	Comply	Do not Comply
14	OPTIONAL ACCESSORIES OFFERED BY BIDDER	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
14.1	Bidder to give a full description and pricing of optional accessories available for the equipment.	Comply	Do not Comply
15	IMAGING EQUIPMENT CONFORMANCE FOR PACS/RIS INTEGRATION	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
PREAMBLE:			
	The Provincial Health Top Management at its meeting on 5 September 2006 decided in principle to change to a digital image management system, commonly referred to as PACS (Picture Archiving and Communication System), with the associated conversion to digital image generation.	Noted	
	Following this decision, the DMIMTC ( <u>D</u> igital <u>M</u> edical <u>I</u> maging & <u>M</u> anagement <u>T</u> echnical <u>C</u> ommittee) was established to facilitate this process.	Noted	
	One of the first tasks given to this committee was to ensure that all equipment purchased thereafter would be able to integrate with the decision made by the Provincial Health Top Management. This addendum, to all imaging equipment tender documents, will serve as part of the compulsory specifications for all imaging equipment. The purpose of this will be to ensure that all imaging equipment purchased will comply with the provincial digitization vision.	Noted	
	During this period of transition, it is crucial that the equipment works within the non-digital environment, the partly digital environment and finally the fully digital environment	Noted	
	Completed PACS/RIS Integration Document as (Point 15)	Noted	
	The following statements refer to the vendor's responses:	Noted	
	The vendor shall indicate that they have taken note of all information provided, by unambiguously indicating "Noted" within the box provided.	Comply	Do not Comply
	The vendor shall answer all specification requirements, by unambiguously indicating "Comply" or "Do Not Comply" within the boxes provided.	Comply	Do not Comply

	Should the vendor want to provide a detailed reply, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do not Comply
	When required to "State / Describe" details, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do not Comply
	The system shall be integrated to AGFA PACS/RIS	Comply	Do not Comply
	See IMPAX Agility 8.0.X SP12 (PACS) DICOM conformance statement	Comply	Do not Comply
	See IMPAX Agility 8.0.X SP12 (PACS) HL7 Conformance profile	Comply	Do not Comply
	See Enterprise Imaging 8.0.X – DICOM Conformance statement	Comply	Do not Comply
	See Enterprise Imaging 8.0.X – HL7 Conformance statement	Comply	Do not Comply
	See Enterprise Imaging 8.0.X – IHE Integration statement	Comply	Do not Comply
	<b>DICOM (Digital Imaging and Communication in Medicine)</b>		
	The vendor shall support the DICOM 3 format	Comply	Do not Comply
	The vendor shall provide a conformance statement for the modality.	State / Describe	
	The vendor shall support the following DICOM services		
	DICOM Storage	Comply	Do not Comply
	DICOM Storage Commitment	Comply	Do not Comply
	DICOM Modality Worklist	Comply	Do not Comply
	DICOM Modality Performed Procedure Step	Comply	Do not Comply
	DICOM Query / Retrieve	Comply	Do not Comply
	DICOM Print	Comply	Do not Comply
	The vendor shall allow DICOM mapping.	Comply	Do not Comply
	The vendor shall at least populate the following DICOM tags		
	Study Date (0008,0020)	Comply	Do not Comply
	Modality (0008,0060)	Comply	Do not Comply

	Institution Name (0008,0080)	Comply	Do not Comply
	Referring Physician (0008,0090)	Comply	Do not Comply
	Station Name (0008,1010)	Comply	Do not Comply
	Study Description (0008, 1030)	Comply	Do not Comply
	Operators' Name (0008,1070)	Comply	Do not Comply
	Patient Name (0010,0010) Note the following: The patient name and surname must populate in separate field and not be separated by a character (^)	Comply	Do not Comply
	Patient ID (0010,0020)	Comply	Do not Comply
	Patient Date of Birth (0010,0030)	Comply	Do not Comply
	Patient Sex (0010,0040)	Comply	Do not Comply
	Specific character set (ISO_IR 100) (0008,0005)	Comply	Do not Comply
	The vendor shall provide a Dicom 3 Radiation Dose Structured Report (RDSR)	Comply	Do not Comply
	Dose Product (0018,115E)	Comply	Do not Comply
	Exposure in mAs (0018,9332) Per series and Total exam mAs must be displayed.	Comply	Do not Comply
	KVP (0018,0060) Per series and Total exam KVP must be displayed.	Comply	Do not Comply
	CTDIvol (0018,9345) [Computed Tomography Dose Index (mGy)] Individual and Total exam Dose index must be displayed.	Comply	Do not Comply
	CT Dose Length Product (DLP) (mGy.cm) Per series and Total exam Dose Length product must be displayed.	Comply	Do not Comply
	<b>IHE (Integrating Healthcare Enterprises)</b>		
	The bidder shall support the IHE technical framework	Comply	Do not Comply
	The bidder shall provide the IHE integration statement for the modality.	Comply	Do not Comply
	The bidder shall comply to the following IHE integration profiles		
	Should the vendor not comply with the option within the specified integration profile; the vendor shall have to describe how their product will achieve the	Comply	Do not Comply

	same level of workflow functionality in the appropriate "Detailed reply" space provided.		
	<b>Scheduled Workflow (SWF) profile</b>		
	Acquisition modality actor within the Scheduled Workflow (SWF) profile	Comply	Do not Comply
	Evidence creator within the Scheduled Workflow (SWF) profile	Comply	Do not Comply
	Image display within the Scheduled Workflow (SWF) profile	Comply	Do not Comply
	Assisted Protocol Setting Option within the Scheduled Workflow (SWF) profile	Comply	Do not Comply
	Exception Management Option within the Scheduled Workflow (SWF) profile	Comply	Do not Comply
	<b>Consistent Presentation of Images (CPI) profile</b>		
	Acquisition modality within the Consistent Presentation of Images (CPI) profile	Comply	Do not Comply
	Print composer within the Consistent Presentation of Images (CPI) profile	Comply	Do not Comply
	Image display within the Consistent Presentation of Images (CPI) profile	Comply	Do not Comply
	Evidence creator within the Consistent Presentation of Images (CPI) profile	Comply	Do not Comply
	<b>Presentation of Grouped Procedures (PGP) profile</b>		
	Acquisition modality within the Presentation of Grouped Procedures (PGP) profile	Comply	Do not Comply
	<b>Evidence Documents (ED) profile</b>		
	Acquisition modality within the Evidence Documents (ED) profile	Comply	Do not Comply
	Evidence creator within the Evidence Documents (ED) profile	Comply	Do not Comply
	Image display within the Evidence Documents (ED) profile	Comply	Do not Comply
	<b>Patient Information Reconciliation (PIR) profile</b>		
	Acquisition modality within the Patient Information Reconciliation (PIR) profile	Comply	Do not Comply
	<b>Key Image Note (KIN) profile</b>		
	Acquisition modality within the Key Image Note (KIN) profile	Comply	Do not Comply
	Evidence creator within the Key Image Note (KIN) profile	Comply	Do not Comply

	Image display within the Key Image Note (KIN) profile	Comply	Do not Comply
	<b>Portable Data for Imaging (PDI) profile</b>		
	Portable Media creator within the Portable Data for Imaging (PDI) profile	Comply	Do not Comply
	Print composer within the Portable Data for Imaging (PDI) profile	Comply	Do not Comply
	<b>Access to Radiology Information (ARI) profile</b>		
	Image display within the Access to Radiology Information (ARI) profile	Comply	Do not Comply
	<b>Charge Posting (CHG) profile</b>		
	Acquisition modality within the Charge Posting (CHG) profile	Comply	Do not Comply
	Evidence creator within the Charge Posting (CHG) profile	Comply	Do not Comply
	<b>Radiation Exposure Monitoring (REM) Profile</b>		
	The system shall support the IHE REM Profile as the Acquisition Modality actor. (Radiation Exposure Monitoring Create, store, manage, retrieve & use radiation dose SR object)	Comply	Do not Comply
	<b>Post Processing workflow (PPW) Profile</b>		
	The system shall support the IHE PPW Profile to Manage worklists, track status, perform & notify image processing & CAD steps	Comply	Do not Comply
	<b>Single Image and Numeric Report (SINR) Profile</b>		
	The system shall support the IHE SINR Profile which specifies how Diagnostic Radiology Reports (including images and numeric data) are created, exchanged, and used	Comply	Do not Comply
	<b>Image Fusion (FUS) Profile</b>		
	The system shall support the IHE FUS Profile which specifies how systems creating and registering image sets and systems displaying fused images create, exchange and use the image, registration and blended presentation objects.	Comply	Do not Comply
	<b>CONNECTION TO NETWORK</b>		
	The imaging modality shall connect to a computer network	Comply	Do not Comply
	The modality network card shall be at least 1Gbit per second	Comply	Do not Comply
	The modality network card shall be backwards compatible to 100Mbit per second	Comply	Do not Comply
	The bidder shall configure the network connectivity during installation	Comply	Do not Comply

	The DoH shall provide the bidder with the relevant IP addresses, computer names, AE titles and AE ports for connectivity	Comply	Do not Comply
	The bidder shall train the DoH to configure future network connections to allow for future changes to the network.	Comply	Do not Comply
	<b>USER AUTHENTICATION</b>		
	The user shall have the ability to log on to the imaging modality	Comply	Do not Comply
	User authentication shall occur at least via a unique user ID and password	Comply	Do not Comply
	Authentication methods that streamline workflow will be favorably considered e.g. fingerprint scanning, card readers, etc.	Comply	Do not Comply
	Please state the authentication used	State / Describe	
	After a user defined period of inactivity, the imaging modality will automatically log off the user	Comply	Do not Comply
	The username will be connected to the full name of the operator.	Comply	Do not Comply
	The full name of the operator shall be used to populate the DICOM tag Operators' Name (0008,1070)	Comply	Do not Comply
	<b>AUTOMATIC FORWARDING</b>		
	The modality shall automatically forward, without user intervention, the imaging examination.	Comply	Do not Comply
	The user shall be able customize what images are forwarded	Comply	Do not Comply
	The user shall be able customize when the images are forwarded	Comply	Do not Comply
	The user shall be able customize where the images are forwarded to.	Comply	Do not Comply

## Section 7

WCBD 4

### PROVINCIAL GOVERNMENT WESTERN CAPE

#### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

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

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

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

**"business interest"** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;

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

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

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

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

Any person who directly or indirectly -

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

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

**“employee”**, in relation to –

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

**“entity”** means any -

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

(b) sole proprietorship;

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

**“Family member”** means a person's -

(a) spouse; or

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

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

**“Institution”** means – a provincial department or provincial public entity listed in Schedule 3C of the Act;

**“Provincial Government Western Cape (PGWC)”** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

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

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

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

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

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be

awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

TABLE A

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

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

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

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

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

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

[illegible]

**SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** To enable the prospective bidder to provide evidence of past and current performance.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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**TABLE B**

**C2. TABLE C**

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

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

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

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

I, ..... hereby swear/affirm;

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

.....  
**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

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

- i. Do you know and understand the contents of the declaration? ANSWER: .....
- ii. Do you have any objection to taking the prescribed oath? ANSWER: .....
- iii. Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- iv. Do you want to make an affirmation? ANSWER: .....

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

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

.....

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

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**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TOGETHER WITH YOU BID.**

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**INTRODUCTION**

The National Industrial Participation Programme (NIP), which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1. PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$ 10 million.

or

(b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period, which in total exceeds US\$ 10 million.

or

(c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US\$ 10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

**2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

### 3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:
- Bid/contract number.
  - Description of goods, works or services.
  - Name on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at [elias@thedti.gov.za](mailto:elias@thedti.gov.za) for further details about the programme.

### 4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:
- (a) the contractor and the DTI will determine the NIP obligation;
  - (b) the contractor and the DTI will sign the NIP obligation agreement;
  - (c) the contractor will submit a performance guarantee to the DTI;
  - (d) the contractor will submit a business concept for consideration and approval by the DTI;
  - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - (f) the contractor will implement the business plans, and
  - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

Bid number:	<b>WCGHCC0025/2024</b>	Closing date:	<b>05 July 2024</b>
Name of bidder:	.....		
Postal address:	.....		
Signature:	.....	Name in print:	.....
Date:	.....		

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

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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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### 1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **"Proof of B-BBEE status level contributor"** means –
  - (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

- 1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
  - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the ..... preference points system shall be applicable;  
or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.  
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
- (a) points out of **80/90** for **price**; and
  - (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

#### 4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

##### 4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{cc}
 \textbf{80/20} & \textbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

90/10

$$P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\max}$  = Price of highest acceptable bid

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

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

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

8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*

8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

***(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).***

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

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

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

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

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

10.4 Type of company/firm (Select applicable option)

<input type="checkbox"/>	Partnership/Joint venture consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public company
<input type="checkbox"/>	Personal liability company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Non-profit company
<input type="checkbox"/>	State-owned company

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
  - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

## **Section 10**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

The purpose of this document is to:

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

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 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.

## **General Conditions of Contract**

### **1. Definitions**

- 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.

## General Conditions of Contract

- 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](http://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.

## General Conditions of Contract

### 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### 9. Packing

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

## General Conditions of Contract

<b>10. Delivery and documents</b>	<p>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</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC</p>
<b>11. Insurance</b>	<p>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.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> <p>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.</p>
<b>14. Spare parts</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested</li> </ul> </li> </ul>

## General Conditions of Contract

<b>15. Warranty</b>	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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.
<b>16. Payment</b>	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
<b>17. Prices</b>	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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
<b>21. Delays in the supplier's performance</b>	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.

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

### 22. Penalties

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

### 23. Termination for default

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

### 23. Termination for default

- (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.

## General Conditions of Contract

- 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 12 persons 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.

## General Conditions of Contract

	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.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of disputes</b>	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.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

## General Conditions of Contract

		31.2	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
		31.3	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>		32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
		32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
		32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Participation Programme</b>	<b>Industrial (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>		34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
		34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
		34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 11: BIDDERS' CHECKLIST

### 11.1 THE PURPOSE OF THIS CHECKLIST IS TO:

- a) highlight all critical documents that constitute a complete bid; and
- b) provide Bidders with a final opportunity to ensure that all critical documents are properly completed and included in their final offer.
- c) Failure to submit the mandatory documentation will render your offer non-compliant.

### 11.2 BIDDERS MUST COMPLETE THIS CHECKLIST AND INCLUDE IT IN THEIR BID DOCUMENTS:

PAR./ SECTION	DOCUMENT DESCRIPTION	BIDDER	DEPARTMENT
Section 2 (2.3.7)	Additional supporting information (if any)		
2.4	CSD Registration (compulsory)		
Section 4	WCBD 1 (compulsory)		
Section 5	WCBD 3.1/2 (compulsory)		
Section 6 (compulsory)	WCBD 3.4 (compulsory)		
	SAHPRA license to be included in the offer.		
	Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer, and that the OEM undertakes to supply expertise, training, and support to maintain the equipment.		
	Descriptive literature, colour pamphlets, brochures (describing all features specified) and technical data sheets must accompany the bid offer		
	Bidder to list sites, with contact details, where the offered equipment is already installed in the country, and preferably in the Western Cape.		
	Bidders to state, with details, all software included with the offered console. All other available software applications not included in the price shall be listed as options with full description of the intended use.		
	Bidder to list all other important capabilities that is available on the monitor		
	Bidder to list all other important data/information that is displayed on the monitor.		
	Bidders to supply full details of image transfer between the main system and the workstation.		
	Bidders to state full details of scan indexing, slice thicknesses, table speeds and reconstructions for the offered system.		
	The bidder must provide DETAILED PREVENTATIVE MAINTENANCE and CALIBRATION PROCEDURES		
	The bidder must provide technical training in the THEORY of OPERATION, FAULT FINDING and CALIBRATION		
	Bidder to give a full description and pricing of optional accessories available for the equipment		
	DICOM and IHE statements shall be completed by all bidders.		
	The vendor shall provide a conformance statement for the modality .		
	The vendor shall provide a Dicom 3 Radiation Dose Structured Report (RDSR)		

	The bidder shall provide the IHE integration statement for the modality.		
Section 7	WCBD 4 Declaration of Interest (compulsory)		
Section 8	WCBD 5 National Industrial Participation (compulsory)		
Section 9	WCBD 6.1		
	B-BBEE Verification certificate or Sworn affidavit		
Section 10	General conditions of contract (GCC)		
Section 11	Bidders checklist		