KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

| | |
|---|---|
| **BID NUMBER:** | **ZNB 5468/2025-H** |
| **BID DESCRIPTION:** | **SUPPLY, DELIVERY, INSTALLATION , COMMISSIONING AND MAINTENANCE OF LINEAR ACCELERATOR (RAD 62) FOR VARIOUS INSTITUTIONS (THIS BID MAY BE AWARDED AS A MULTI- AWARD)** |
| **PERIOD** | **THREE (03) YEAR CONTRACT** |
| | |
| **Closing Date:** | **06/06/2025** |
| **Closing Time:** | 11:00 |
| **Physical Address for Collection or Delivery of Bid Documents** | KZN Department of Health<br>Central Supply Chain Management Unit<br>Old Boys School<br>310 Jabu Ndlovu Street<br>Pietermaritzburg, 3201 |

| | |
|---|---|
| **Name of Bidder:** | |
| **CSD Registration Number:** | |
| **Income Tax Reference Number:** | |

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **ZNB 5468/2025-H** | CLOSING DATE: | **06/06/2025** | CLOSING TIME: | 1**1H00** |
| **DESCRIPTION** | **SUPPLY, DELIVERY, INSTALLATION , COMMISSIONING AND MAINTENANCE OF LINEAR ACCELERATOR (RAD 62) FOR VARIOUS INSTITUTIONS: THREE (03)-YEAR CONTRACT.(THIS BID MAY BE AWARDED AS A MULTI- AWARD)** | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)** | | | | | |
| **CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **Demand Management** | CONTACT PERSON | **Mr T Ngidi** |
| TELEPHONE NUMBER | **033 815 8361/8386/8357** | TELEPHONE NUMBER | **031 714 3711** |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | **Scm.demandmanagement@kznhealth.gov.za** | E-MAIL ADDRESS | **Thami.ngidi@kznhealth.gov.za** |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | **MAAA** |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] ☐ Yes ☐ No | |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
|---|---|---|---|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

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

## PART B
## TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| | i. **BID SUBMISSION:** |
| a. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| **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.** |
| c. | 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. |
| d. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| | ii. **TAX COMPLIANCE REQUIREMENTS** |
| (a) | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| (b) | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| (c) | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| (d) | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| (e) | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUM§BER. |
| (f) | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| (g) | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

## SECTION A

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

## SECTION B

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

**4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) …….....,

WHO REPRESENTS (state name of bidder) ……..……..…….....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**SECTION D**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **(NOT APPLICABLE)**

Bid Reference No:

Goods/Service/Work: _____

**********

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____

**Signature of Bidder or Authorized Representative**
(PRINT NAME)

**DATE:** ___/___/_____

_____

**Name of Departmental or Public Entity Representative**
(PRINT NAME)

| **Departmental Stamp With Signature** |
| --- |
| |

**SBD 4**

## SECTION E
## BIDDER'S DISCLOSURE

| | |
|---|---|
| **BIDDER NAME** | |

**LEGISLATION ON DISCLOSURE OF INTEREST**

The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

Treasury Regulations 16A8.4 further indicates that "If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract."

**CLARITY ON HOW TO DISCLOSE**

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore, the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

| _____ | _____ | _____ |
|---|---|---|
| BIDDER SURNAME AND INITIALS | SIGNATURE | DATE |

This document must be signed and submitted together with your bid

## SECTION E
## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration in respect of employees of the State

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, in table below.

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

### 3. Bidders' disclosure in respect of independent bidding

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

3.1 I have read and understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder 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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of 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 state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

| | |
|---|---|
| …….. | …….. |
| Signature | Date |
| …….. | …….. |
| Position/ Designation | Name of Bidder |

## SECTION F:

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 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 a NIP obligation. This 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 two (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 seven years has been identified as the time frame 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 to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) 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 paragraphs 1.1. (b) to 1.1. (d) above.

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

3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) 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) above 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 (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date 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 X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) 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 for further details about the programme.

## 4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1. Once the successful bidder (contractor) has made contact with 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: **ZNB 5468/2025-H** Closing date: **06/06/2025**

Name of bidder……
Postal address ……
……
Signature……. Name (in print) ……...

Date……...

## SECTION G

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023**

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### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to Bid:

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

1.2. **To be completed by the organ of state**

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

1.3. Points for this Bid (even in the case of a Bid for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4. **To be completed by the organ of state:**

The maximum points for this Bid are allocated as follows:

| | POINTS | | POINTS |
|---|---|---|---|
| **PRICE** | 80 | **OR** | 90 |
| **SPECIFIC GOALS** | 20 | | 10 |
| **Total points for Price and SPECIFIC GOALS** | **100** | | **100** |

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

1.6. The organ of state reserves the right to require of a 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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

***Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)***

| **The specific goals allocated points in terms of this Bid** | **Number of points allocated (80/20 System or 90/10) (To be completed by the organ of state)** | **Number of points claimed (80/20 or 90/10) (To be completed by the Bidder)** |
|---|---|---|
| In terms of Departmental Preferential Procurement Regulation Policy 2024,<br><br>10/20 full points are allocated to companies who are at least 100% owned by Black Africans<br>or<br>10/20 full points are allocated to companies who are at least 51% owned by Black People who are women<br>or<br>10/20 full points are allocated to companies who are at least 51% owned by Black People or Person with Disabilities | 10/20 points (To be allocated for specific goals) | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

**4.3.** Name of company/firm…….

**4.4.** Company registration number: ……...

**4.5.** TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

(a) The information furnished is true and correct;

(b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

(c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

i. disqualify the person from the Biding process;

ii. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

iii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

iv. recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

v. forward the matter for criminal prosecution, if deemed necessary.

| |
|---|
| ……<br>**SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: ……. |
| **DATE:** ……. |
| **ADDRESS**: ……. |
| ……. |
| ……. |
| ……. |

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO/MACRO ENTERPRISE**

I, the undersigned,

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

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

| | |
|---|---|
| **Enterprise Name** | |
| **Trading Name (If Applicable):** | |
| **Registration Number** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):** | |
| **Nature of Business:** | |
| **Definition of "Black People"** | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –<br>a) who are citizens of the Republic of South Africa by birth or descent; or<br>b) who became citizens of the Republic of South Africa by naturalisationi-<br>i) before 27 April 1994; or<br>ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |
| **Definition of "Black Designated Groups"** | "Black Designated Groups means:<br>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;<br>d) Black people living in rural and under developed areas;<br>e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

(c) I hereby declare under Oath that:

1. The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

2. The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
3. The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
4. Black Designated Group Owned % Breakdown as per the definition stated above:
   i) Black Youth % = _____%
   ii) Black Disabled % =_____%
   iii) Black Unemployed % =_____%
   iv) Black People living in Rural areas % = _____%
   v) Black Military Veterans % =_____%
5. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less/ Based on the Audited Financial Statements/ Financial Statements and other information available

   OR

   on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

6. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

| | | |
|---|---|---|
| 100% Black Owned | **Level One** (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | **Level Two** (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | **Level Four** (100% B-BBEE procurement recognition level) | |

(d) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

(e) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____/_____/_____

| |
|---|
| |
| **Stamp** |

_____

Signature of Commissioner of Oaths

## SECTION H:

## GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

| *I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am wilfully committing to abiding by its contents.* | | | |
|---|---|---|---|
| Name: | | Signature: | |
| Title/ Role: | | Date: | |

Note: Should you fail to submit **initialled** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

## SECTION I:

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### ADDITIONAL DEFINITIONS

**In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:**

| | |
|---|---|
| "Accounting Officer" | means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999). |
| "Contract Duration" | means the period between the commencement and termination of the contract. |
| "Confidential Information" | means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract. |
| "Department" | means the KwaZulu-Natal Department of Health. |
| "Head of Department" | means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended). |
| "Health Facilities" | means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province |
| "ISO Standards" | means standards recognized by International Standard Organisation |
| "Parties" | means the KwaZulu-Natal Department of Health and Contractor or Service provider |
| "Province" | means the Province of KwaZulu-Natal. |
| "ROE" | means the Rate of Exchange. |
| "SABS" | means the South African Bureau of Standards |
| "SANS" | means the South African National Standards. |
| "Vendor" | means Contracted Supplier or Service Provider |

### 2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

2.1 Any gender includes the other genders.

2.2 A natural person includes a juristic person and vice versa.

2.3 The singular includes the plural and vice versa.

2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2.6 Any reference in this contract to "goods" includes works and/or services.

2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.

2.8 All annexures and appendices shall form part of the contract.

2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.

2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.

2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.

2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

## 3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A6.3, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA), the Preferential Procurement Regulations 2022 (PPR 2022), including KZN Department Preferential Procurement Regulation Policy 2023, SCM Policy and SCM Delegations.

3.2 The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

## 4. ACCEPTANCE OF A BID

4.1 This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.

4.2 The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

## 5. CERTIFICATE OF COMPLIANCE

5.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

5.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

5.3 Bidders must state the Radiation Control License number of the make and model of the Equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a license in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The license must be registered under the bidder's name or the letter of Joint Venture must be submitted by the License holder where the license is not in the name of the bidder.

5.4 If more than one item of equipment is offered, bidders must submit the Radiation Control License for each item of equipment that is offered in the bid. The make, model and license number of the various items offered in the bid must be highlighted on the Radiation Control License.

5.5 The Technician(s) must be the original equipment manufacturer trained to deal with the service, repair and calibration of the equipment offered in the bid. NB: Proof of original equipment manufacturer training must be submitted with the bid offer.

## 6. COMPLIANCE WITH SPECIFICATION

6.1 Offers must comply strictly with the specification, offers exceeding specification requirements will be deemed to comply with the specification.

6.2 The quality of services must not be less than what is specified.

## 7. EQUAL BIDS

7.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Specific Goals.

7.2 If capacity to deliver is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

7.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## 8. LATE BIDS

8.1 Bids are permissible to be submitted prior to the closing date and time, this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.

8.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## 9. MORE THAN ONE OFFER/ COUNTEROFFERS

9.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

9.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Contract will invalidate such bids.

## 10. ONLY ONE OFFER RECEIVED

10.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(a) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;

(b) Where this is not possible, profit before tax based on a full statement of relevant costs; and

(c) In all cases, comparison with previous bid prices where these are available.

## 11. AWARD OF BID(S)

11.1. This bid will be awarded as the multi-award unless if only one offer is received;

11.2. The Department reserve the right to request further technical information from any bidder after the closing date;

11.3. If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (including minor clerical matters), the bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency within fourteen (14) days prior to the closing date and time, this must be done in writing in order to afford the Department an opportunity to consider what corrective action is necessary (if any). Once the bid is closed the Department, its employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

11.4. Notification of the intention to award the bid shall be in the same media that the bid was advertised, unless there is another directive from National Treasury to publish on other platforms.

11.5. A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or Accounting Officer or delegated official may appeal to the BID APPEAL TRIBUNAL (BAT).

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg, 3200

**EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

12.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

12.2 Furthermore, in terms of the Public Service Regulations paragraph 13I, "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

12.3 If a bidder is found to be employed by the state, through the verification via acceptable means such as CSD, DPSA verification etc., the bid will be immediately disqualified.

12.4 If it is discovered through other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award will be withdrawn or contract may be terminated without notice.

**13. TRUST, CONSORTIUM OR JOINT VENTURE**

13.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

13.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

13.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes (where applicable).

13.4 Should this bid be submitted by a Joint Venture; the Joint Venture agreement must accompany the bid document.

13.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

13.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

13.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

13.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

**14. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

14.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period. Should the Department forward a formal request for extension of validity period and the bidder opts not to respond, the department will assume that the extension of the validity period is accepted without any conditions.

## 15. CHANGE OF ADDRESS

15.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## 16. INVOICES AND PAYMENTS

16.1 All invoices must be submitted in the original format.

16.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

16.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;
(b) The name and address of the recipient;
(c) An individual serialized number and the date upon which the tax invoice is issued;
(d) A description of the goods or services supplied;
(e) The quantity or volume of the goods or services supplied
(f) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

16.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

16.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(a) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
(b) If there is no response from Logistics and Accounts Payable, the Director Logistics and the Director: Expenditure Management of the institution must be contacted.
(c) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
    i. Name/s of person/s contacted at the Institution and dates; and
    ii. Details of outstanding account.
    iii. The Chief Director: Accounting Services will then take the appropriate action.

16.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## 17. VALUE ADDED TAX (VAT)

17.1 All bid prices must be inclusive of all applicable taxes.

17.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.

17.3 **VAT will not be included** after an award of the bid or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT during the life of this contract based on the proposed bid amount.

## 18. COMPLIANCE WITH TAX REQUIREMENTS

18.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

18.2 The successful bidder(s) tax matters are expected to be in order during the tenure of the contract, should the bidder fail to comply with tax obligations, the orders may not be issued or the contract may be terminated.

18.3 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

18.4 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the periodic contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

18.5 Bidders are required to be registered on the CSD and National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.

18.6 Where Consortia / Joint Ventures / Sub-Contractors are to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

## 19. ENTERING OF HOSPITAL/CLINIC STORES

19.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

## 20. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

20.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.

20.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

## 21. IRREGULARITIES

21.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## 22. UNSATISFACTORY PERFORMANCE

22.1 In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(a) The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

i. Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

(b) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## 23. RESTRICTION OF BIDDING

23.1 The Accounting Officer or his/her delegate must:

(a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:

i. The grounds for restriction:
ii. The period of restriction which must not exceed 10 years; of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
iii. The identity number of individuals and the registration number of the entity; and
iv. The period of restriction.

(b) National Treasury will load the details on the Database of Prohibited Vendors.

(c) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

**24. CONTRACTOR'S LIABILITY**

24.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

24.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

**25. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

25.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

25.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

25.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

**PATENTS**

26.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

**27. WAIVER**

27.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

27.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

**28. SUSPENSION**

28.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days' written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

28.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

28.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

## 29. BREACH

29.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

29.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

(a) To claim specific performance of any whether or not the due date for performance has arrived; or

(b) To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

29.3 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

29.4 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

29.5 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

(a) Cancel this Contract in the event the defaulting Party committed a material breach.

(b) Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

(c) Claim damages suffered, as limited under this Contract.

## 30. PREFERENCES

30.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

(a) Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

(b) Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.

(c) The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

## 31. SEVERABILITY

31.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## 32. EXPORT LICENSES

32.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

(a) Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

(b) If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## 33. INSURANCE

33.1 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.

33.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

33.3 The Contractor must ensure that the insurance remains in force throughout the contract period.

33.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days if this was not a mandatory requirement.

## 34. GENERAL QUANTITIES AND ORDERS

34.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the periodic contract.

34.2 Suppliers should note that the order(s) will be placed as and when required during the periodic contract period and delivery points will be specified by the relevant delegated officials. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the purchase orders issued by the delegated officials.

34.3 The Department is under no obligation to accept any quantity/quantities which is more than the ordered quantity/quantities.

## 35. CONTRACT VARIATIONS AND EXTENSION

35.1 Consideration for expansion, variation or extension of contract will be in line with National Treasury Instruction notes and the KZN Department of Health Policy and delegations

## 36. CESSION OF CONTRACTOR

36.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

36.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

## 37. CONTRACT AMENDMENTS / VARIATIONS

37.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorized signatories of winning bidder and the Head of Department: Health or his/her delegated official.

37.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

37.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

## 38. INTELLECTUAL PROPERTY

**39.** In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

## 40. INSOLVENCY

39.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

39.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

## 41. DISPUTE RESOLUTION

40.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## 42. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows:

**The Department Physical and Postal Address:**

| | |
|---|---|
| Department Name | The KwaZulu-Natal Department of Health |
| Physical Address | Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201 |
| Postal Address: | Private Bag X9051, Pietermaritzburg, 3200 |
| Telephone numbers | 033 – 395 2111 |
| Telefax: | Nil |

**The Contractor or Bidder Physical and Postal Address:**

| | |
|---|---|
| Bidder/ Contractor Name | |
| Physical Address | |
| Postal Address: | |
| Telephone numbers | |
| Telefax: | |
| Email Address | |

41.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

41.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

41.3 Any notice to a party:

(a) Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);

(b) Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

(c) Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

## 43. DURATION OF CONTRACT

42.1 Three (3) Year contract

## 44. SAMPLES

43.1 Samples will not be accepted with the closing of the bid document.

43.2 A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.

43.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

43.4 Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.

43.5 Representative samples will not be accepted.

43.6 The Department reserves the right not to return such samples and to dispose of them at its discretion.

43.7 Samples must be clearly marked:

(a) Item number;
(b) Brand Name;
(c) Name of the Company;
(d) Bid number;
(e) Name of the manufacturer/supplier;
(f) Description of item;
(g) Date of manufacture.

43.8 The award of this bid will be based on the sample submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the Department in writing, giving reasons why they want to change the product being supplied, which the Department shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Department. If there is a change in the product being supplied, and no prior approval has been granted, the Department reserves its right to cancel the contract.

**N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration.**

## 44. PRICE NEGOTIATION PRIOR TO THE AWARD OF BID

44.1 Should the bid price exceed reasonable and market related prices, the Department reserves a right to negotiate prices with responsive bidder/s before the award is published or before signing of the contract.

## 45. CONTRACT PRICE ADJUSTMENT

45.1. This bid is subject to Contract Price Adjustments (CPA) based on Rate of Exchange (RoE) fluctuations and will be calculated by the Department prior to the issuing of purchase order commitment. Since the contract price adjustments are based on exchange rate fluctuations, this could result in either an increase or decrease in price. RoE-based contract price adjustments will therefore apply to the imported component of all new purchases and all on-going costs such as consumables, accessories and parts.

The local component, as well as other prices with labour and transport components will be adjusted based on Consumer Price Index (CPI), which may be considered in line with Departmental SCM Policy and Delegations when goods are ordered.

**45.2. Cost components and proportions**

45.2.1. The cost components of the contract price usually constitute the cost of materials (raw material or finished item), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

45.2.2. Bidders are requested to submit a clearly indicated cost breakdown of the bid price as required on the Table 1 below. Should the bidder omit to complete the cost breakdown table, no rate of exchange adjustment will be accepted after the closing date of the bid, in addition no bidder will be allowed to change the cost breakdown of bid price during the tenure of the contract.

**Table 1**

| **Contract Price Adjustment Cost Components** | |
|---|---|
| **Commodity Description** | Linear accelerator (RAD 62) |
| **Cost Component Item** | **% Contribution** |
| D1 - Imported Raw Material / Finished item (if applicable) | |
| D2 - Local Raw Material / Finished item (if applicable) | |
| D3 - Labour | |
| D4 - Transport | |
| D5 - Other | |
| Total (Cost components must add up to 100%) | **100%** |

**45.3. Applicable indices / references**

**45.3.1. Base Index Date**

The prospective bidder is required to input data of RoE applicable seven (7) days prior to the closing date of the bid. Please use Table 2 below to complete information.

**Table 2**

| **Currency** | **Applicable RoE seven (7) days prior to the closing date of the bid** |
|---|---|
| US Dollar | |
| British Pound | |
| Euro | |
| Other (Specify) | |

**45.4.** Price adjustments relating to foreign exchange will be calculated by the Bidder and Department based on the percentage change between the base rate of exchange (RoE) as stipulated on Table 2 and RoE applicable at the time of issuing of purchase order commitment. This could result in either an increase or decrease in price and the department reserve a right to request for price negotiations (where applicable). RoE can be sourced from the Reserve Bank (www.resbank.co.za).

## 46. STRUCTURAL ALTERATIONS APPLICABLE TO BID PROVISIONAL SUM

46.1. In view of the variance of the structural alterations to be conducted on the various Health facilities, which have not yet been identified, the Department of Health has capped a target cost of an amount **of R 700 000** in respect of the alterations, installation and commissioning of Health Technology Equipment of the respective sites.

46.2. The tender awarded to a Service Provider will be required to provide a quotation against the conditions of this provisional sum including a rational or elemental breakdown of all work details, time and costs to justify the total quotation cost for the identified health facilities. The Department of Health's Infrastructure Development Unit will then verify the reasonableness and fairness of the quotation offered.

46.3. Should the verified structural alterations quotation, exceed the threshold amount of R 700 000.00, the deviation will be approved the Chief Director: Supply Chain Management or his delegated person.

46.4. It is a condition of this bid that awarded bidders to supply equipment, will be required to ensure that building alterations are sub-contracted to competent contractors within the jurisdiction of the health facility where the equipment will be installed.

**SECTION J: EVALUATION CRITERIA**

This bid will be evaluated based on the four (4) phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

Phase 1: Administrative Compliance and Mandatory Requirements
Phase 2: Technical Evaluation Criteria
Phase 3: Price and Preference Points System
Phase 4: Objective evaluation criteria in line with Section 2 (1) (f) of PPPFA

**Phase 1: Administrative Compliance and Mandatory Requirements**

| No. | Document Name | Included in the published bid document? (Yes/No) | To be returned by bidder? (Yes/No) |
|---|---|---|---|
| | **ADMINISTRATIVE COMPLIANCE** | | |
| 1. | Part A: Invitation To Bid (SBD 1) | Yes | Yes |
| 2. | Part B:Terms And Conditions For Bidding (SBD 1) | Yes | Yes |
| 3. | Section A: Special Instructions Regarding Completion of Bid | Yes | Yes |
| 4. | Section B: Registration on Central Suppliers Database (CSD) | Yes | Yes |
| 5. | Section C: Declaration That Information On Central Suppliers | Yes | Yes |
| 6. | Section D: Official Briefing Session Form (**Not Applicable)** | Yes | Yes |
| 7. | Section E: Bidder's Disclosure (SBD 4) | Yes | Yes |
| 8. | Section F: The National Industrial Participation Programme (SBD 5) | Yes | Yes |
| 9. | Section G: Preference Points Claim Form (SBD 6.1) | Yes | Yes |
| 10 | Section H: General Conditions of Contract (GCC) | Yes | Yes |
| 11 | Section I: Special Conditions of Contract (SCC) | Yes | Yes |
| 12 | Section J: Evaluation Criteria | Yes | Yes |
| 13 | Section K: Authority To Sign A Bid | Yes | Yes |
| 14 | Section L: Specifications | Yes | Yes |
| | **MANDATORY REQUIREMENTS** | | |
| 15 | Consortium/ Joint Venture/ Partnership Agreement, (If Applicable). | No | Yes (If Applicable) |
| 16 | B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency or a sworn affidavit. Note: if this is submitted it will only be applicable or required from the awarded supplier in contract stage. | Yes (Sworn Affidavit) | Yes |
| 17 | OEM original brochure for each item offered, this must be descriptive literature, in colour (pamphlets or brochures), clearly labelled and with technical data sheets applicable to the offer (refer to clause G31 for more details) | No | Yes |
| 18 | Letter of undertaking if the bidder is not the Original Equipment Manufacturer (OEM) for each item as per specification | No | Yes |
| 19 | Certified Copy of the Radiation Control License relevant to the equipment offered in terms of this bid (where applicable). | No | Yes |
| 20 | South African Health Products Regulatory Authority (SAHPRA) certification to distribute medical equipment or devices | No | Yes |

**Note: Should the bidder fail to comply with the above administrative, compulsory and mandatory requirements the bidder will be disqualified**

**Phase 2: Technical Evaluation Criteria**

The equipment offered must comply fully with or exceed all of the minimum specification requirements as per the Clauses as contained in the Specification. If the prospective bidder failed to provide descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) for the Technical Evaluation, the bid will be disqualified as part of phase 1.

If the product offered is used or unknown by the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts to test its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason, a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

**Phase 3: Price and Preference Points**

The value of this bid is estimated not to exceed R 50 000 000 (inclusive of all applicable taxes) or to exceed R 50 000 000 due to quantities that will be ordered by user department, therefore the 80/20 or 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for: Price and Specific Goals
The maximum points for this bid are allocated as follows:

| CATEGORY | POINTS |
|---|---|
| **PRICE** | **80/90** |
| **SPECIFIC GOALS** | **20/10** |
| **Total points for Price and Specific Goals must not exceed** | **100** |

**Please Note:**

**1) Historically Disadvantaged Persons (HDP):**

10/20 full points are allocated to companies who are at least 100% owned by Black Africans;
**or**
10/20 full points are allocated to companies who are at least 51% owned by Black People who are women;
**or**
10/20 full points are allocated to companies who are at least 51% owned by Black People or Person with Disabilities

**2) Proof to claim Specific Goals or required returnable documents are as follows:**

a. **For Black Africans or Black People:** Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC), the department will use CSD database from National Treasury to check correctness of information submitted.

b. **For Disability**: The valid medical certificate or copy of valid SASSA disability card or physical assessment by department's specialist doctors will serve as verification), the department will use CSD database from National Treasury to check correctness of disability status.

**3) False Declaration**

The Department reserve the right to verify information submitted by bidder by using other computer assisted verification technics. Should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder will not score points for specific goals.

**4) Scoring of points**

Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points).

## Phase 4: Objective evaluation criteria in line with Section 2 (1) (f) of PPPFA

4.1. This bid may be awarded as a **Multiple Award;** the department reserves the right to award the same item to more than one (1) bidder, to address item availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

4.2 The following will be taken into consideration when contemplating a multiple award:

4.2.1 Capacity to meet the expected demand in line with end-user requirements;
4.2.2 Mitigation of risk if the item is unavailable; and
4.2.3 The maximum number of suppliers per item to be awarded will be at the discretion of the Departmental Bid Evaluation Committee (DBEC), as assisted by officials from Health Technology Service (HTS) this may include relevant Clinical or Technical Advisors.

**SECTION K**

**AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

| (I) CLOSE CORPORATION | (II) COMPANIES | (III) SOLE PROPRIETOR | (IV) PARTNERSHIP | (V) CO-OPERATIVE | (VI) JOINT VENTURE / CONSORTIUM | |
|---|---|---|---|---|---|---|
| | | | | | Incorporated | |
| | | | | | Unincorporated | |

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**
The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

| | |
|---|---|
| Co-operative: | Resolution letter from the directors |
| Close Corporation: | Resolution letter from the directors |
| Company: | Resolution letter from the director/s |
| Sole Proprietor: | Resolution letter from the director |
| Partnership: | Resolution letter from the director |
| Joint Venture / Consortium: | Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises |

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**
***Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.***

**SECTION L: SPECIFICATION**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**HEALTH TECHNOLOGY SERVICES**
**(H.T.S)**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**HEALTH TECHNOLOGY SERVICES**
**(H.T.S)**

**SPECIFICATION FOR:**

UMDNS: 15944

**SPECIFICATION: H.T.S. – NO. RAD ___62_____ (RADIOLOGY)**

**DESCRIPTION OF UNIT: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT: 3-YEAR PERIOD TENDER (MULTIPLE AWARD)**

## Intended Areas of Use:
Tertiary Hospitals

## Expert Advisory Group:
Oncology:
Dr S. Bhadree
Dr N. Cebekhulu
Mr. N. Mdletshe
Mr G. Lazarus
Ms T. Hlengwa

**BIDDERS SHOULD NOTE THE FOLLOWING IMPORTANT INFORMATION:**

i. **BIDDERS MUST NOTE THAT THOSE GENERAL CLAUSES WHICH ARE SHADED OFF ARE COMPULSORY AND NOT OPEN FOR COMMENTS.**

ii. **THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE**

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G1** | The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted.<br>Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.<br>The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause. | |
| **Clause G2** | All responses must be clear and legible. | |
| **Clause G3** | GUARANTEE: | |
| **Clause G3.1** | All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty-four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution.<br>The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services. | |
| **Clause G3.2** | State percentage guaranteed up time of machine (Should be at least 99%). | |
| **Clause G3.3** | The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account. | |
| **Clause G3.4** | The bidder must state the number of services that will be provided during and up to the end of the guarantee period. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G3.5** | Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period. | |
| **Clause G3.6** | Travelling and Travelling Time costs must be included during the Guarantee Period? | |
| **Clause G3.7** | Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder. | |
| **Clause G3.8** | Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis. | |
| **Clause G3.9** | Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period. | |
| **Clause G3.10** | The same guarantee conditions must apply to replacement units. | |
| **Clause G4** | The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price. | |
| **Clause G5** | Bidders must offer the Health Technology Service's In-House Technicians a demonstration of the product, which will enable the Health Technology Service's In-House Technicians to become acquainted with the equipment during the Test and Acceptance phase. | |
| **Clause G6** | Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable). | |
| **Clause G7** | The successful bidder must provide the Health Technology Service's in house Technicians, **full training** in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G8** | **SERVICING:** | |
| **Clause G8.1** | The bidder must have a well-established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises). | |
| **Clause G8.2** | If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises). | |
| **Clause G8.3** | State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor. | |
| **Clause G8.4** | Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.<br><br>**Please supply details as follows:**<br><br>**Company name:** _____<br>**Physical Address:** _____<br><br>_____<br>**Telephone Number/s:** _____<br><br>**Fax number:** _____<br><br>***(The Health Technology Services reserves the right to inspect the premises).*** | |
| **Clause G8.5** | State if the Technician(s) are in the direct employ of the bidder or a subcontractor. | |
| **Clause G8.6** | The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document. | |
| **Clause G8.7** | The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on.<br>**N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.** | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G8.8** | The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment. | |
| **Clause G9** | The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price. | |
| **Clause G10** | Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of **V.A.T.** | |
| **Clause G11** | Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days. | |
| **Clause G11.1** | The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held. | |
| **Clause G12** | The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered. | |
| **Clause G13** | Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered. | |
| **Clause G14** | **The successful bidder must include in their offer at no extra cost to the final bid price:** | |
| **Clause G14.1** | Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G14.2** | Complete **ORIGINAL** Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information:<br>Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and **PCB** Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels. | |
| **Clause G14.3** | All the above Manuals must be properly bound in either a Book, File or CD form. | |
| **Clause G14.4** | The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (fault-finding), maintenance, calibrations, repairs and services at no additional cost. | |
| **Clause G15** | Does your Company have an after hour service back up facility? | |
| **Clause G16** | If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account. | |
| **Clause G17** | Bidder must bid on the latest model and Technology that fully complies with this Technical Specification. | |
| **Clause G17.1** | The Bidder must state how long this technology has been commercially available (state when the model offered was launched). | |
| **Clause G17.2** | The bidder must state if there are any near future updates expected. | |
| **Clause G18** | The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls. | |
| **Clause G19** | The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken. | |
| **Clause G20** | Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws. | |
| **Clause G21** | The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G22** | All equipment, the installation and any alteration / additions must comply with: | |
| **Clause G22.1** | The Occupational Health and Safety Act (1993); | |
| **Clause G22.2** | The wiring code S.A.N.S. 0142. | |
| **Clause G23** | Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate. | |
| **Clause G24** | The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres.<br>N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded. | |
| **Clause G25** | The equipment being quoted for must be protected against Electromagnetic Interference. | |
| **Clause G26** | Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted. | |
| **Clause G27** | Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested. | |
| **Clause G28** | All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price. | |
| **Clause G29** | **NB. HAZARDOUS SUBSTANCE ACT:** | |
| **Clause G29.1** | If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders' name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered. | |
| **Clause G29.2** | Bidder must state the Radiation Control licence number of the make and model of equipment offered. | **License No:**<br><br>_____ |
| **Clause G29.3** | Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G30** | The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses. | |
| **Clause G31** | The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered. | |
| **Clause G32** | The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made. | |
| **Clause G33** | All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid. | |
| **Clause G34** | 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 **experts** with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason, a demonstration unit must be readily available within14 days, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder. | |
| **Clause G35** | The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid. | |
| **Clause G36** | **UPGRADEABILITY WHERE APPLICABLE:** | |
| **Clause G36.1** | Bidders are to state the policy with regard to future software updates and the costs that will be involved. | |
| **Clause G36.2** | The Bidder to state what hardware and software will be available, with costs and projected dates. | |
| **Clause G37** | **UPGRADE POLICY:** | |
| **Clause G37.1** | All future upgrades (hardware and software) involving patient safety must be offered at no additional cost. | |

| NO | SPECIFICATION | BIDDERS COMMENTS:<br><br>THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE |
|---|---|---|
| **Clause G37.2** | All future upgrades removing software viruses from existing software must be supplied at no cost. | |
| **Clause G37.3** | Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services. | |
| **Clause G38** | The Bidder must indicate the expected life of their offered unit and software in years. | |
| **Clause G39** | The Bidder must provide a detailed breakdown of the cost of ownership of their offered system for the life cycle including cost of services, disposables etc. The following formula must be used:<br>Cost of Ownership = Unit Price + Installation / Commissioning costs + Training costs (End User & Technical) + Comprehensive Maintenance / QA checks per year (Nett Present Value) X Life expectance in years. The cost of Ownership may be used as part of the feasibility evaluation of bid. | |
| **Clause G40** | **Registered product with SAHPRA (South African Health Products Regulatory Authority) at time of tender. Failure to submit confirmation will result to disqualification. Please state SAHPRA Licence number to distribute the product** | **License No:**<br><br>_____ |

***TECHNICAL SPECIFICATIONS.***

**SUPPLY, DELIVERY, INSTALLATIONS AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT: 3-YEAR PERIOD TENDER (MULTIPLE AWARD).**

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

**This specification establishes the requirements for:**

A. The LINAC must be fully digital integrated with the other existing system for treatment safety and efficiency.
B. The LINAC must have 3-D conformal as well as Volumetric ARC Therapy (VMAT) treatment capabilities, Electronic Portal Imaging Dosimetry (EPID), Kilovoltage Based Computed Tomography (KVCBCT) and Recording and Verifying System (R&V) Combined With An Electronic Medical Records (EMR) system.
C. The LINAC must have a Flattening Filter Free (FFF) and Image Guided Radiotherapy (IGRT).
D. The LINAC must be upgradeable for Stereotactic Radiosurgery (SRS) Treatments.
E. The LINAC must have the most up-to-date technology and be fully computer controlled with the latest state of the art digital control system and ability to do remote service through network for real-time trouble-shooting purposes.
F. Remote access modem and network must be provided for by vendor including contract with appropriate internet service provider. This connection will allow for remote access to the LINAC to enable fault finding and rectification. This network must be accessible to all workstations including the server and have sufficient bandwidth of at least 30mb/s to cater for activities set out in point (e).
G. All workstations provided with the LINAC must be digitally connected to the main server and must all have an ois, emr and v&r system.
H. Six (6) x treatment planning workstations with four (4) calculation licences must be provided. The network points for these workstations must be installed.
I. All workstations must have the latest version of the operating system installed.
J. All equipment and software on offer shall be licensed for sale in the South African market by a recognized supplier who can prove that service spares and application support is available in South Africa to maintain the system at peak operating performance.
K. The equipment offered to render the service shall be currently in production and have been tried and tested in the clinical setting. Evidence that the equipment being offered can meet the specifications shall be provided.
L. UPS of 60kva capacity must be supplied to back up the LINAC, associated accessories, and the treatment console.
M. Chiller, air conditioners, modulator and LINAC unit must all be connected to UPS.
N. The equipment and any accessories ordered from the successful bidder will be supplied, delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful bidder, prior to full payment being made.
O. The successful bidder must provide the physics services to work with the institution physicist to perform the acceptance testing, licensing, beam scanning and LINAC commissioning. Beam data must be measured, processed and transferred to tps before handed over for clinical use.
P. A compulsory site meeting will be held to allow the bidders to inspect the installation site, electrical supplies, radiation shielding and other services and supplies before submitting their offer.
Q. Provide a minimum of two (2) year guarantee/warranty. The five (5) year fully comprehensive post guarantee/warranty maintenance plan must be quoted for separately as indicated in the technical specifications.
R. UPS, shielding door, chiller and air conditioners must be included in the two-year warranty effective from the commissioning date of the LINAC.
S. Bidder must provide the immobilization equipment and its accessories.
T. Bidder must provide the dosimetry and quality assurance equipment to support the LINAC.

**<u>TECHNICAL SPECIFICATIONS</u>: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT: 3-YEAR PERIOD TENDER (MULTIPLE AWARD)**

**The supply, delivery, installation and commissioning of a state-of-the-art system comprising of the linear accelerator with VMAT, associated accessories, associated hardware and software, immobilization equipment and dosimetry equipment.**

**<u>LINEAR ACCELERATOR</u>**

**CLAUSE T1:**
The LINAC shall be capable of 2D, 3D CRT, IMRT, VMAT, SRS treatment techniques and IGRT.

**Comment :**

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**CLAUSE T2:**
The LINAC must:

a) Have 3 photon energies for flat beams with a dose rate of up to 600 MU/min, and 2 photon energies for FFF with a very high dose rate (>1200 MU/min).
b) Electrons must have a minimum of 5 energies of normal beams with a dose rate of up to 1000 MU/min and 1 (ONE) electron energy of High Dose Total Skin Electrons (HDTSE) with dose rate (>1500 MU/min).

**Comment** :

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**CLAUSE T3:**
The LINAC must have multi-leaf collimators (MLC) for conformal radiotherapy (CRT), intensity modulated radiotherapy (IMRT) and photon volumetric modulated arc therapy (VMAT) and stereotactic radiosurgery.

**Comment :**

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**CLAUSE T4:**
The LINAC must have a Multimodality imaging system with MV (EPID) and kV imaging panels and must support Image Guided Radiation Therapy (IGRT).

**Comment :**

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**CLAUSE T5:**
The treatment computer must be able to retrieve dose delivered in case of unexpected interruption and deliver the remaining dose.

**Comment :**

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**CLAUSE T6:**
The LINAC must have an isocentre at 100 cm from the source, which corresponds to gantry, couch and collimators axis intersections.

**Comment :**

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**CLAUSE T7:**
The LINAC must have either Klystron (RF Amplifier) with RF Driver or Magnetron as the RF power source.

**Comment :**

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**CLAUSE T8:**
Standing or travelling type of wave-guide along with the bending magnet, target assembly and vacuum ion pump.

**Comment :**

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**CLAUSE T9:**
The LINAC must have an Electron gun and the beam focal point at the X-ray target should be less than 3 mm diameter.

**Comment :**

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**CLAUSE T10:**
Ionization chamber shall be used to give clean electron beams that give better electrons surface dose and dose gradients with a minimum of X-ray contamination of the electron beams.

**Comment :**

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**CLAUSE T11:**
Dual Sealed or open type of dose monitoring chambers have to be provided and recommended to operate independently or corrected the ambient temperature and pressure.

**Comment :**

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**CLAUSE T12:**
All dosimetry, patient and unit safety related interlocks have to be sensed and controlled by hardware and software.

**Comment :**

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**CLAUSE T13:**
The LINAC must have sensors and interlocks to detect the possible collision of the gantry with any object close to it. The sound alarm should be audible at the console for possible collision and the machine should immediately stop gantry motion until prompted to continue by the user.

**Comment :**

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**CLAUSE T14:**
The LINAC unit must meet all the Radiation Safety standards as prescribed by SAHPRA. Radiation Control Licence number of the make and model of the equipment must be offered.

**Comment :**

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**Photons Beam Energy**
**Flat Photon Beams**

**CLAUSE T15:**
The LINAC must have a minimum of 3 photon energies which are 6MV, 10MV and 18MV.

**Comment :**

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**CLAUSE T16:**
***Photons Dose Rate*** for flattening filter beams must range from a minimum of 5 MU/min up to 600 MU/min.

**Comment :**

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**CLAUSE T17:**
***Photons Field Size*** must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre. Maximum Field size must be ≧ 35 cm x 35 cm.

**Comment :**

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**CLAUSE T18:**
***Percentage depth dose (PDD) at 10cm*** must be 6 MV (67% ± 2), 10 MV (74% ± 2) and 18 MV (80% ± 2) as per BJR protocol.

**Comment :**

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**CLAUSE T19:**
***Beam stability*:** Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability.
***Beam stability*:** The stability of the field flatness with gantry angles 0°, 90°,180° and 270° at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 2%.

**Comment :**

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**CLAUSE T20:**
***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should not exceed 2 %.

**Comment** :

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**CLAUSE T21:**
***Flatness:*** flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be 3 %.

**Comment :**

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**CLAUSE T22:**
***Radiation Field Penumbra:*** Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.

**Comment :**

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**CLAUSE T23:**
***Photon beam energy stability:*** The quality index of a photon beam should not vary with time by more than 1%.

**Comment :**

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**CLAUSE T24:**
**Linearity and repeatability:** For monitor chamber ≤ 1%.

**Comment :**

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**Photon Flattening Filter Free Beams**

**CLAUSE T25:**
Photon energies should have 6 MV FFF and 10 MV FFF.

**Comment :**

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**CLAUSE T26:**
***Dose Rate*:** Dose rate must be ≧1200 MU/min for 6FFF and ≧2000 MU/min for 10FFF and must be a minimum of at least 400MU/min for both energies.

**Comment :**

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**CLAUSE T27:**
***Photons Field Size*** must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre.

**Comment :**

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**CLAUSE T28:**
***PDD at 10cm*:** 6FFF MV (64% ± 2), 10MV FFF (71% ± 2)

**Comment :**

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**CLAUSE T29:**
***Beam stability*:** Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability.
***Beam stability*:** The stability of the field flatness with gantry angles 0°, 90°,180° and 270˚ at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 2%.

**Comment :**

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**CLAUSE T30:**
***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should be 2 %

**Comment :**

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**CLAUSE T31:**
***Flatness:*** flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be +/-45 %.

**Comment :**

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**CLAUSE T32:**
***Radiation Field Penumbra:*** Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.

**Comment :**

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**CLAUSE T33:**
***Photon beam energy stability:*** The quality index of a photon beam should not vary with time by more than 3%.

**Comment :**

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**CLAUSE T34:**
**Linearity and repeatability:** For monitor chamber ≤ 1%.

**Comment :**

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**Electron Beam Energy**

**CLAUSE T35:**
Electron energies must have a set of 5 energies which must be 6, 9, 12, 15/16 and 18/21/22 MeV

**Comment :**

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**CLAUSE T36:**
***Dose Rate*:** Dose rate must be ≧ 1000 MU/min. For HDTSE it must be ≧ 1500MU/min.

**Comment :**

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**CLAUSE T37:**
***Electrons Field Size*** must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre.

**Comment :**

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**CLAUSE T38:**
Electrons applicators must be supplied for 4x4, 6x6, 10x10, 15x15, 20x20, 25x25 $cm^2$

**Comment :**

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**CLAUSE T39:**
***Depth ionization*** *at 50%*: 6MeV (2.3±0.3), 9 MeV (3.5±0.3), 12 MeV (4.89±0.3), 16 MeV (6.49±0.3) 18MeV(7.10±0.3)

**Comment :**

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**CLAUSE T40:**
***Beam stability*:** Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability.
***Beam stability*:** stability of flatness with gantry rotation; The stability of the field flatness with gantry angles 0°,90°,180° and 270° at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 5% in all directions.

**Comment :**

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**CLAUSE T41:**
***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at dmax in water should be less than 2.5 %

**Comment :**

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**CLAUSE T42:**
***Flatness:*** flatness of radiation field at 10cm x10cm or larger, measured at depth dmax in water should be 5 %, but should not be greater than 6% for diagonals for all field sizes.

**Comment :**

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**CLAUSE T43:**
***Electron beam energy stability:*** The quality index of an electron beam should not vary with time by more than 2%.
**Comment :**

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**CLAUSE T44:**
***X-ray contamination:*** must be less than 6%

**Comment :**

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**CLAUSE T45:**
**Linearity and repeatability:** For monitor chamber ≤ 1%

**Comment :**

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**MECHANICAL CHARACTERISTICS**

**CLAUSE T46:**
All scales reference for mechanical characteristics must be per IEC 61217 standards.

**Comment :**

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**CLAUSE T47:**
The congruence between optical and radiation fields for 5x5 $cm^2$, 10x10 $cm^2$ at 0°, 90°, 180° and 270°gantry angles with SSD =100cm should be ≤ 2mm.

**Comment :**

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**CLAUSE T48:**
The digital and mechanical display should be within 2mm.

**Comment :**

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**CLAUSE T49:**
The optical field size and measured optical field size at 0°, 90°, 180° and 270° gantry angles must be less than 1 mm for field size less than 10 x10 $cm^2$ and within 2 mm for more than 10 x 10 $cm^2$ field size.
**Comment :**

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**CLAUSE T50:**
The isocentre must be 100± 0.2cm.

a) The deviation of mechanical and radiation isocentres for gantry, collimator and treatment couch combined must not exceed radius of 1 mm sphere.
b) Gantry and collimator rotation at isocentre must have an accuracy ≤ 2 mm diasphere.

**Comment :**

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**CLAUSE T51:**

**Control Console**
A computerized control console outside the treatment room.

(a) All the functions and modes of the accelerator shall be controlled via software.
(b) The console shall allow activation of the controls so that the accelerator is operational in its various forms.
(c) The most important parameters shall be visible in the control console and treatment room.
(d) The console shall have a dual login system with various hierarchical modes, including clinical, physics and service modes.
(e) The console shall interface with an Oncology Information System (OIS) for record and verification of patient treatments.

**Comment :**

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**Gantry and Collimator**

**CLAUSE T52:**

a) Gantry Rotation must have a range ± 185° from vertical (± 0.5 ° accuracy)
b) Collimator Rotation range ± 185° (± 0.5 ° accuracy)
c) Cross hair intersection alignment to collimator should be ± 0.5mm.
d) Rotational speed must be at least 1 RPM for both gantry and collimator.
e) Read out –must be both digital and mechanical.
f) The digital display must be in room as well as at console.
g) The digital accuracy should be ± 0.5°, with resolution of 0.1°.
h) While mechanical scale (accuracy of ±1.0°) with a (resolution of 1 °) is required.
i) ODI range at least 70cm and >= 170cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.
j) Mechanical front pointer at least 70cm up to 110cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.
k) Upper jaw position accuracy (± 2mm for static fields) with -10 to +20cm travel range.
l) Lower jaw position accuracy (± 1mm for static fields) with -2 to +20cm travel range
m) Gantry should allow for the coded physical wedges insertion using the accessory holder.
n) Gantry must be dynamic wedges enabled.
o) Control: both gantry and collimator movements should be controlled by Hand pendant and control console.

**Comment :**

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**Treatment Couch**

**CLAUSE T53:**

Parameter display must be compliant with IEC coordinate system.

a) Couch must have the movements of Longitudinal, Lateral, Vertical and Rotational.
b) Rotational accuracy for patient position should range from 0° to 6 ° (±0.3 ° accuracy)
c) Spatial accuracy for patient position (about ±5cm at mechanical isocentre) must be (< 0.5mm)
d) Treatment couch must be Electrical and Mechanical controlled.
e) Couch parameters must be controllable from either side of the couch, from two hand pendants and the console.
f) Treatment couch must be a fully carbon fibre tabletop for better Quality portal images, must be indexed to allow reproducible placement of immobilization equipment.
g) Maximum allowed patient weight capacity must be up to 200 Kg, patient sag shall be less than 5mm.
h) Tabletop dimensions: width > 50cm and length >200cm
i) Treatment couch must allow the Manual lowering of table in case of emergency.
j) A couch should travel vertically (about 60cm to 180cm above turntable), laterally (≧ ± 24cm), longitudinal (≧ ± 145cm) and rotation around isocentre (≧ ± 95 °).
k) All treatment couch motions must have an accuracy of 1 mm with 0.1cm resolution in digital display that must be in room and in control console area.

**Comment :**

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**MLC-Multileaf Collimator**

**CLAUSE T54:**
The multileaf collimator head must support a large range of treatment set-ups, have high resolution, as low leakage as possible and be as fast as possible.

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**CLAUSE T55:**
The following MLC specifications must be met as requested:

a) Number of leaves: must be between 120 – 160 with high resolution.
b) Leaf width: 5mm at isocenter for all leaves or mix of 5mm centrally and 10mm outer leaves.
c) Drive independence: each leaf and dynamic leaf guide must be independently and digitally controlled.
d) Leaf orientation: leaf movement in the 'X' direction as per (IEC 61217)
e) Leaf interdigitation: adjacent leaves from opposing banks can move past one another.
f) Maximum leaf retract position: 20.1cm (from beam centerline)
g) Maximum leaf extend position: -15cm (over beam centerline)
h) Maximum field length 'X' direction: 40cm scaling as per (IEC 61217)
i) Leaf height: must be +/- 90mm
j) Field defining diaphragm/jaw travel range: +/- 35cm
k) Dynamic diaphragm speed about 0 to ≤ 90mm/s.
l) Maximum dynamic diaphragm extend position: –12cm (over beam centerline)
m) Dynamic leaf speed is ≤35mm/s, dynamic leaf guide speed is ≤ 30mm/s and maximum effective leaf speed is ≤ 65mm/s.
n) MLC leakage to the patient must be kept to low as possible (specify the %)
o) Average transmission leaf: < 2%.
p) Peak/max. Leaf transmission: <0.6%.
q) Penumbra at 20% to 80% leaf end: For a 10 x 10cm field, must be ≤ 7mm for all energies.

**Comment :**

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**CLAUSE T56:**
MLC Leaf position accuracy shall be:

a) End accuracy: ≤1.0mm at isocenter.
b) End repeatability: 0.5mm at isocenter.
c) Side accuracy: 1.0mm at isocenter
d) Side repeatability: 0.5mm at isocentre.
e) Minimum static leaf gap should be close 0 mm as possible.
f) Minimum dynamic leaf gap should be close to 0.5mm as possible.

**Comment :**

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**CLAUSE T57**
Dynamic MLC specifications must be met as requested:
a) Field size: must range from 0.5x0.5cm up to 40 x 40cm.

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**Radiation Protection and safety**

**CLAUSE T58:**
Radiation Protection must be compliant with international accepted standard ICRP No 33.
Radiation Protection must be compliant with SAHPRA regulations.

**Comment :**

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**CLAUSE T59:**
Linac system must have anti-collision system to avoid unnecessary collisions.

**Comment :**

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**CLAUSE T60:**
Linac system must have emergency interlocks and indicators that cut the beam in case of intrusion.

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**CLAUSE T61:**
Linac system must have emergency- off buttons in the console, linac unit, couch, walls and the modulator.

**Comment :**

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**CLAUSE T62:**
Linac system must have an audio-visual communication between the treatment room and control room.
An in-room monitor with display of treatment parameters.
A closed-circuit television system (CCTV) system for viewing of the treatment room from the console. There shall be at least two in-room cameras at different locations in the treatment room and the in-room cameras shall have pan and zoom capability.
A two-way patient intercommunication system.

**Comment: :**

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**CLAUSE T63:**
Shielding Door design.

a) Must have the composition of material that is adequate to shield the neutrons and highest photon energy.
b) Must have a motor-controlled door with open, close and stop button with intrusion sensor.
c) Must allow manual control in case of power failure.
d) Must have Last Man Out button.

**Comment: :**

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**Rotational/ Arc Therapy**

**CLAUSE T64:**

a) The LINAC must have ability to perform volumetric arc treatment (VMAT) with gantry rotation in clockwise and anticlockwise direction in 360 ° using the Dynamic MLC.
b) The LINAC must allow a full 360 ° treatment in less than 2 minutes.
c) The LINAC must allow a single and multiple arc treatments.
d) A range of continuous variable dose rate must be available for VMAT treatments.
e) A range of continuous variable gantry angle must be available for VMAT treatments.
f) A range of continuous variable collimator angle must be available for VMAT treatments.

**Comment :**

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**Electronic Portal Imaging System.**

**CLAUSE T65:**
EPID must be the integrated, retractable electronic imaging device capable of producing images with any specified photon energies, using amorphous silicon technology with a panel up to 41 x 41 cm in size.
Comment :

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**CLAUSE T66:**
EPID must meet the following specifications:

a) The active size of the detector should be ≥ 30 cm x 30 cm.
b) The detector of the portal imaging device should be based on amorphous silicon aSi.
c) The image resolution should be ≥ 768x768 pixel with a 14 – 16-bit grey scale which gives a pixel size at isocenter of 0.25mm.
d) Minimum object detection should be ≥ 0.5mm
e) Imager alignment to MV radiation isocentre (imager at 150cm SID) ≤ 0.5mm.
f) MV travel range: vertical along beam axis (-80cm to 0), lateral (-16 to +15.5cm) and longitudinal at 150cm SID (-20cm to +24cm)
g) Linearity for 6MV at full resolution from 30 to 100MU should be less than 5%.
h) MV beam energy range for detection should be (2 -20MV) at standard dose rate.
i) The system can be set to automatically transfer an image after recording to any specific IP-address using DICOM.
j) The portal imaging device should reconstruct conformal images in DICOM format.
k) The portal imaging device should be capable of verification of IMRT/VMAT - therapy.

**Comment :**

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**CLAUSE T67:**

Workstation with software for processing of images and geometric assessment of positioning of the patient. -

a) Image acquisition Modes - Single, Double, Multiple and Fluoroscopic (movie) image acquisition
b) Support of DRR, Digital simulator images, RT image and RT plan objects
c) Patient auto select mode.
d) Real-time imaging of IMRT segments using continuous imaging in single, multiple or movie-loop mode to support verification of dose conformance and QA of treatment quality.
e) Computer controlled automated image acquisition and comprehensive analysis functions.
f) Anatomy/structure registration with reference images, template matching, annotations, geometrical measurements, image approval.
g) On-line (at the linac) and Off-line (remote) analysis
   - The detector shall be mounted on the robotic or manual arm which can be controlled from the control room and/or treatment room.
   - The protocols used to import DRRs and digital simulator images support DICOM RT. Support for RT image and RT plan objects enable image scale and centre while minimizing operator dependence.

**Comment :**

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**kV Imager specifications**

**CLAUSE T68:**

A system for verification of patient position robotic or manual with kV source and KV detector, must be mounted on automated arms, which can be extended and retracted from the console or within the treatment room.

**Comment :**

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**CLAUSE T69:**

Imaging system operating in the following modes and having the following specifications:

a) Radiographic repositioning (2D/2D) with KV or MV imager or combination of both and consistent with the existing positioning of the patient, verified by the imaging system.
b) Software driven workflow for automated matching of the reference and acquired image with automatic patient table shift transfer to the table.
c) Data storage of the actions performed during imaging for doctor's review – images, calculated and executed shifts, approvals for treatment.
d) Matching and acquisition capabilities should be specified in detail.
e) kV imager alignment to MV radiation isocentre (imager at 150cm SID) must be ≤ 0.5mm.
f) kV travel range: vertical along beam axis (80cm to 0), lateral (-19 to +15.5cm) and longitudinal at 150cm SID (-22cm to +24cm).

**Comment :**

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**CLAUSE T70:**
The imaging system shall have at least following technical specification:

a) Generator type should be 200Hz, 50kW.
b) Field size at isocentre (x-ray tube at 100 cm) – 2 x2 $cm^2$ to 50 x 50 $cm^2$. each jaw X1, X2, Y1, Y2 with minimum field size of -3.5 cm to +25cm or +3.5 cm to -25cm respectively.
c) Radiographic kV range not less than 70kVp - 140 kVp
d) kVp accuracy for entire Kv range should be ≤ 5%.
e) X-ray tube maximum mA not less than 400 mA
f) X-ray tube maximum mAs not less than 500 mAs
g) Flat Amorphous silicon detector with Image area of minimum 40cm x 30cm and resolution, ≧1024 x 1024 x (14 to 16 bits)
h) Resolution of the reconstruction 3D matrix user configurable from 1.0 mm voxels (1.0 mm slice width)
i) Coincidence of imaging and treatment isocenters within the sphere of 1 mm radius
j) Low contrast detectability - min 1.5%
k) Spatial resolution not less than 10 lp/cm.

**Comment :**

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**CLAUSE T71:**
kV imager must be able to perform Auto tube calibration.

**Comment :**

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**kV CBCT SPECIFICATIONS**

**CLAUSE T72:**
3D CT-based repositioning system providing capability of tomographic patient acquisition on the accelerator table comparing current anatomy of the patient with the CT planning data. It must have the following specifications.

a) The preloaded protocols for different anatomy imaging using CBCT must retrievable.
b) HU accuracy must be ≤ 50HU.
c) HU uniformity must be ≤ 30HU.
d) Spatial resolution ± 50HU
e) Spatial resolution 10 lp/cm
f) Reconstruction FOV10 lp/cm
g) Reconstruction Length
h) Available reconstruction matrixes at least 64x 64.
i) Slice thickness should be at least 1mm up to 10mm.

**Comment :**

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**IGRT Equipped with the required accessories, software and hardware.**

**CLAUSE T73:**

a) It shall allow selectable treatment in forced breathing and/or free breathing, and breath-hold, compensating intra-fraction movement of patient in different operating modes of the linear accelerator.
b) It shall impose minimum restriction on the patient, both in case of technique of free breathing and in case of technique of breath hold technique.

c) It shall be connected to the linear accelerator so that it allows control of the beam with precision - to be specified. If gating system is offered, the supplier shall enclose a list of all CT simulators which are compatible with the gating system offered.
d) The system should be compatible (it should be possible to use) with all delivery techniques, 3D-CRT, IMRT, VMAT both in standard fractionation and hypo-fractionation.
e) The system must a dedicated marker block, imaging camera for monitoring and software for sorting CT data set.
f) The system must have the Visual Coaching Device for gating.

**Comment :**

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**TREATMENT PLANNING SYSTEM-TECHNICAL SPECIFICATION**

**CLAUSE T74:**
Provide a latest comprehensive Treatment Planning System (TPS) system for conventional, 3D-CRT and Inverse planned IMRT and VMAT compatible with the Linac machine.

**Comment :**

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**CLAUSE T75:**
a) The bidder must offer a treatment planning system to comply with a Large Bore CTScan, a Brachytherapy after loader unit and the record and verify system.
b) The planning systems shall be linked with accelerator console through record and verifying (R&V) system.
c) Appropriate Port hub connectors for network connection should be provided.
d) The TPS should have advanced calculating algorithms installed for planning to cater for photons (3CRT, IMRT, VMAT and/or FFF) and Monte Carlo based algorithm for electrons.
e) The TPS should be able to calculate the static and dynamic, regular, irregular, asymmetric and no-coplanar fields and block shielding.
f) The TPS must have a capability of inverse planning and VMAT Planning of single/multiple arcs with multiple rotations or multiple non-coplanar arcs simultaneously.
g) TPS must be able to cater for large Field IMRT and this must correspond to treatment units.
h) TPS must have a library of standard radiotherapy plans.
i) TPS must have the capability of Beam's Eye view with anatomy and DRR.
j) TPS must have a capability of mapping of structures and manipulation of images and for visualization of the planning system.
k) MU calculation-accuracy within 2%.
l) TPS must allow the extraction of beam data to be used for MU verifications.
m) TPS must have multiple plan review with plan addition, subtraction and integrated DVH statistics analysis, profiles, etc.
n) Anatomic topographic atlases respectively for the average man and the average woman.

**Comment :**

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**CLAUSE T76:**

a) Contouring of structures and manipulation of images.
b) Set of manual contouring tools
c) Fully integrated fusion of CT with CT/MR/PET/NM images for CT simulation or treatment planning utilization.
d) Automatic contouring tools with user review based on structure atlas and or analytical detection algorithms.
e) TPS must be able to create both DVH and DRR.

**Comment :**

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**CLAUSE T77:**

Capabilities for visualization of the planning system:

a) Visualization of dose in 3D or 2D volumes.
b) Projections from the source of the beam
c) Projections from the eye view
d) Projections of digitally reconstructed Radiographs /DRR's/.
e) 3D Visualization with multi-planar planes: solid, attached or transparent.
f) Visualization of dose volume histograms and dose statistics for assessment of treatment plans.

**Comment :**

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**CLAUSE T78:**

DICOM licenses of the system for planning of radiotherapy.

a) DICOM export and import of CT diagnostic imaging and CT simulator.
b) DICOM import of MR, PET, US diagnostic imaging.
c) DICOM RT import and export of structures.
d) DICOM RT import and export of plans.
e) DICOM RT export of dose.
f) DICOM RT export of plans.
g) DICOM RT export of images.
h) Import of measurement data from the dosimetric system
i) Export of fields to the Multileaf Collimator
j) Export of plans to oncology information system and automatic plan storage in OIS.

**Comment :**

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**OPERATORS WORKSTATION**

**CLAUSE T79:**

Monitors used for the workstations must be a min of 22" and the min. resolution 1280x1024 pixels.
Capacity of the internal hard disk > 160 Gb.
Backup of treatment plans and the associated images must be done electronically and must be easily retrievable.
The system should be capable of remote servicing and upgrades.

**Comment :**

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**ONCOLOGY INFORMATION SYSTEM (OIS) WITH EMR AND V&R FUNCTIONALITY**

**CLAUSE T80:**

a) The manufacturer should have ISO 9001 and/or ISO 13485 certificates the OIS system and should meet the requirements included in the relevant IEC standards.
b) The OIS system should have EC certificate /Directive 93/42/EEC on Medical Devices/.
c) The operating system (OS) used for OIS system must be user friendly.
d) A set of computer workstations including capable of the function below.
e) The OIS system shall have as its core, an Image-Enabled, Oncology Electronic Medical Record (EMR), a single Database for Radiation and Medical Oncology.
f) The OIS must have a module for input of administrative data of the patients, input and storage of diagnostic data for the patient, including databases for International Classification of Diseases (ICD)
g) The OIS shall be able to handle clinical procedures, booking, billing and medical records. It shall be possible to be expanded to handle chemotherapy or oncology PACS and Hospital electronic system (optional).
h) The OIS system shall also have the Verify and Record (V&R) functionality.
i) The design of the OIS must be modern and take advantage of the new SQL platform and .net technology.
j) The OIS shall have many years of experience in supporting multi-department management. The solutions can be of different types, including WAN and Citrix. Several country wide references shall be provided.
k) The OIS verification system must be able to handle all major manufacturers' treatment units (linacs, brachy, Tomo, CyberKnife and GammaKnife) including Elekta, Varian, Siemens, GE and TomoTherapy. That also included the subsystems like MLC, EPID, IMRT, VMAT and IGRT.
l) The OIS verification system shall be able to provide an independent on-line verification for linacs.
m) The OIS system should allow all Physics QA, e.g Creation of waterphatom. It should also allow the physicist to adjust Electron densities based on phantom measurements in the CT.
n) The OIS shall provide User-Specific Consolidated Worklists.
o) The OIS shall manage the radiation therapy treatment as an extension of a central, electronic patient chart and provide streamlined workflow and a complete picture of patient care.
p) The OIS shall be able to accept plans from any RTP or CT-Sim. A QA mode shall validate the actual treatment record prior to treatment without adding the accumulation of dose to the actual patient plan. Please provide several clinical references.
q) The OIS shall be seamlessly integrated with a very robust chart – both from the Radiation Oncology (RO) perspective and the optional Medical Oncology (MO) perspective.
r) The OIS shall address the IT needs across the entire spectrum of cancer. From diagnosis (Path / Lab applications) to treatment (Practice Management, EMR, R&V, Imaging applications), to follow-up (Data Aggregation and Reporting, Registry, and Data Visualization applications).
s) The OIS shall provide statistics on all procedures done at the clinic, for example for analysis of wait times or waiting list for efficiency/productivity audits. Provide data to calculate Weekly Workload, e.g. number of fields used.
t) OIS must be a module for storing the data for each patient's exposure and information for medical staff which appointed, approved and implemented the therapeutic task.
u) OIS must have a module for determining the schedule of operation of radio therapy devices, auxiliary diagnostic devices and of the medical staff.
v) OIS must have a module for sorting and evaluation of clinical results in diagnostic, demographic and statistical indicators.
w) The system shall have the necessary TCP/IP software to make communication by a standard network system possible.
x) Internal hard disk >160Gb.
y) The 0IS system must be capable of archiving of the data to external media.

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**CLAUSE T81:**

File Handling and Data Processing:

a) The system must have standard directory and file handling utilities.
b) The system must have archiving and indexing software and allow searches using several different criteria such as patient name, ID number, study type etc.
c) Archiving can be initiated e.g. automatically or manually.
d) The system shall have the software to convert images to TIFF, JPEG, GIF or AVI formats that are compatible with MS Windows.
e) The system shall have the capability and necessary software for CD or DVD writing.
f) Antivirus software must be supplied with the system.
g) The system shall be capable of connecting to other systems using standard Ethernet protocols.
h) The system shall be able to reliably import and export data from and to other processors currently in use with Interfile or DICOM facilities.
i) The Bidder to provide details about the image archiving and storage facilities, as well as the number of 512 x 512 resolution images that can be stored, on the internal hard drive(s). The hard drive(s) shall be large-capacity industry standard, and easily upgradeable.
j) It shall also be possible to store/archive images on commercially available CD-ROM or DVD disks in a generally recognisable and readable DICOM format.

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**SERVER AND HARDWARE REQUIREMENTS**

**CLAUSE T82:**

Server for storage of all data generated in radiotherapy department - plans, treatment records, CT images for planning, and all images acquired at the accelerators and CT simulator.

a) Hard disk capacity for at least 5000 patients.
b) RAID 5 HDD configurations.
c) OIS workstations – 12 workstations with floating licenses.
d) Monitors must be a minimum of 22” size.
e) UPS providing backup for server for 60mins.
f) The supplier must load the ANTIVIRUS compatible with their system.
g) The systems must be able to connect to the existing PACS system (Department of Diagnostic Radiology) and the bidder will be responsible for the networking to PACS system to ensure full functionality.

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**REQUIREMENTS FOR ADDITIONAL APPLICATIONS AND DEVICES FOR LINAC.**

**CLAUSE T83:**

a) The LINAC must have laser positioning system with two side lasers with cross pointers, one sagittal and one back pointer. They must be GREEN in colour.
b) Availability of dynamic (virtual) wedge - for mode of shifting of collimator jaw or automatic motorized wedge until reaching an effective angle of the profile of the radiation field of at least 10 ° to 60 °.
c) A set of applicators for electrons - at least four standard sizes and at least one suitable for rotational therapy.
d) The source to end of applicator distance shall be 95cm to allow 5cm clearance between the patient and applicator.
e) Devices for attachment of electron field shaping blocks to the respective tubes and a device for shaping the necessary blocks.

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**DOSIMETRY AND QUALITY ASSURANCE EQUIPMENTS.**

**CLAUSE T84:**

The following equipment should be included: -

a) 1D motorized water phantom for absolute dosimetry measurements, stand alone.
b) In vivo dosimetry system using diodes, at least 7 diodes with different build up for all photons and electron energy. It must have the dedicated workstation, software and MCU. **Set of at least 7 diodes.**
c) Software for EPID Based in vivo dosimetry.
d) Quick energy and output check phantom
e) Winston Lutz for gantry, isocenter accuracy.
f) Software for portal dosimetry system must be able to measure dose using EPID for all types of treatment techniques from the new linac, the software must be preloaded.
g) Software with licences to analyse the machine QA this must include the Dosimetry, MLC, 2D & 3D Imaging and isocentre check.
h) A set of therapy verifications film (GAFCHROMIC EBT 3) – **50 Sheets**
i) 3x “Farmer” type waterproof ionization chamber. Volume 0.6 cc.
j) 1x Pinpoint chamber.
k) 1x diamond detector.
l) 3x small volume chambers for scanning of photon and electron beams.
m) 1x parallel plate chamber for electron beam measurements.
n) Electrometer compatible with all ion chamber mentioned in (i to m) above.

**Comment :**

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**MOULD ROOM EQUIPMENT AND ACCESSORY.**

**CLAUSE T85:**
The vendor has to supply:

a) 3x Velcro belt, Full set of Head rests
b) 2x headboards, knee support, foot support (compatible with existing)
c) 6X Vac Lock (3x half body and 3x full body)
d) 3X Hip and pelvis thermoplastic patient immobilization system with base plate
e) 100x IMRT Head and shoulder thermoplastic (Green, 3mm thick) with 3 base plates,
f) 1x Breast board compatible with the existing breast board already in the department (carbon fibre with elevation system)
g) 1X Oven for Thermoplastic masks.

**Comment :**

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**TRAINING**

**CLAUSE T86:**
The bidder must provide full training to all radiotherapy staff after commissioning. Training should cover proper handling of equipment during conventional and advanced treatments, treatment planning on conventional and advanced plans, safety interlock system, and oncology information system, networking systems, dosimetry and Quality Assurance etc.

- Dedicated Clinical training on IGRT is emphasized.

**Comment :**

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**UPGRADEABILITY**

**CLAUSE T87:**
All future upgrades (hardware and software) involving patient safety and removing software viruses from existing software must be supplied at no additional cost.

***ANY UPGRADE BEFORE OR AFTER INSTALLATION OF THE EQUIPMENT INVOLVING ADDITIONAL COST MUST***
***BE BROUGHT TO THE ATTENTION OF THE MANAGER, HEALTH TECHNOLOGY SERVICES***

**Comment :**

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**APPLICABLE DOCUMENTS**

**REGULATIONS**

**CLAUSE T88:**
All equipment, the installation and any alteration/additions shall comply with:

a) The Occupational Health and Safety Act (1993).
b) The wiring code S.A.B.S. 0142.
c) Hazardous Substance Act (1973) and the radiation safety regulations as laid down by the SAHPRA.

d) The onus will be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and Medicines and Related Substance Act

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**CLAUSE T89:**

**INSTALLATION**
The final bid price must include:

I. Supply, delivery, installation and commissioning of equipment with ALL accessories.

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**CLAUSE T90:**

**RADIATION CONTROL LICENSE**
Bidders must state the Radiation Control Licence number of the make and model of the equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The licence must be registered under the bidder's name, or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.

**BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL BE DISQUALIFIED.**

**BIDDER TO STATE LICENCE NUMBER: _____**

**Comment :**

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**CLAUSE T91:**
**FULLY COMPREHENSIVE MAINTENANCE AGREEMENT**

a) Bidders must provide a fully comprehensive maintenance and service agreement for a period of 5 years to commence upon termination of the 2year warranty period.
b) The five-year comprehensive maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations.
c) This contract will commence after 2-year warranty period has expired. Software updates and upgrades to be included in the cost.
d) This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Thyrathron tubes, Klystron/Megatron and other linac parts), spare parts, labour, traveling, accommodation, service and maintenance. The five-year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. This contract will commence after the two-year warranty period has expired. Software updates and upgrades to be included.
e) Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the period of the contract.
f) The bidder must supply details as to what is included in the cost that is quoted below. This must be attached as an annexure to the technical specification.

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## CLAUSE 26: SAHPRA (South African Health Products Regulatory Authority)

Registered product with SAHPRA (South African Health Products Regulatory Authority) at time of tender. Failure to submit confirmation will result to disqualification. Please state SAHPRA License number to distribute the product

**License No: _____**

**The bidder must complete the schedule below.**

**YEARLY MAINTENANCE CONTRACT SCHEDULE**

| | Year | Amount |
|---|---|---|
| ***TOTAL SERVICE AGREEMENT COST FOR FIVE YEAR PERIOD AFTER LAPSE OF TWO-YEAR GUARANTEE PERIOD*** | **1** | **WARRANTY PERIOD** |
| | **2** | **WARRANTY PERIOD** |
| | **3** | |
| | **4** | |
| | **5** | |
| | **6** | |
| | **7** | |
| ***TOTAL*** | | **R** |

## FULLY COMPREHENSIVE SERVICE AGREEMENT

a) **The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturers recommendations and attach proof of services.**
b) **The bidder must state the cost (inclusive of VAT.) of each service per unit.**
c) **The bidder must complete the schedule below.**

| Number of Services Required Per Unit | Cost of each service per Unit | Quantity of units | Total Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Institution for which the equipment is intended**

_____

**Bidder:**

_____

**Signature:** _____ **Date:** _____

## SCHEDULE OF STANDARD ACCESSORIES

**Bidders must quote the price of the standard accessories listed as well as any other accessories that may be useful to the end users.**

| Cat No | Item | Price including VAT |
|---|---|---|
| | Vacuum pump for vacuum bags. | |
| | Breast boards x 4 (2 linacs, 1 CT and a spare) | |
| | Belly boards x3 (2linacs, 1 CT) | |
| | H/N masks(x200) | |
| | Oven for thermoplastic mask | |
| | Stereotactic head frame mask set x50 | |
| | SRS adaptor for S-type base plate x3 | |
| | Head mask (x100) | |
| | Prone Head mask system for CSA (4 sets) | |
| | Silverman head rests (4 sets) | |
| | Pelvic Immobilization system with baseplate compatible to linac couch (4 sets) | |
| | Baseplates for the treatment of extremities for adults and paediatrics (4 sets and 2 paeds) | |
| | Block cutter for the mould room (x1) | |
| | Alloy pouring system (x1) | |
| | Dosimetry equipment<br>• 3D watertank (Automatic, PTW BEAMSCAN)<br>• 0.6cc chambers and electrometer (x2)<br>• Parralel chambers (x2)<br>• 0.3cc chambers + laptop loaded with Applications for beam scanning and data collection (x2)<br>• Chambers for small field dosimetry<br>• CT Phantom (x1)<br>• 2D/3D arrays for VMAT/IMRT verification (x1)<br>• EPID software for plans and treatments verification (x1)<br>• Mobius software for plans and treatments verification (x1)<br>• Plastic water phantom acrylic plates compatible with above dosimetry chambers (1 set)<br>• MPC for morning checks<br>• SRS phantom (if SRS is an option for treatment) | |
| | Radiation Protection:<br>• Survey meters (x2)<br>• Pregnant Staff direct monitors (x3)<br>• Radiation services (SABS) x (Cover whole staff)<br>• Lead apron and thyroid shield (4 Sets)<br>• Planning Limbus or equivalent for auto contouring to save contouring time for planner and physicians | |

## SCHEDULE OF OPTIONAL ACCESSORIES

**Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users.**

| Cat No | Item | Price including VAT |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |

**DETAILED TECHNICAL SPECIFICATION**

**GENERAL INFORMATION REQUIRED**

**FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER**

**Make:** _____

**Model Number / Part Number for:** _____

**Country of Origin** _____

**Delivery Period** _____

**R S A Import Permit Holder (License No)** _____

**Bidder** _____

**Signature** _____ **Date** _____

**Address** _____

_____

**Telephone No** _____ **Fax No.** _____

**Contact Person** _____

***(Please Print)***

**SECTION M**

**SBD 3.2**

**PRICING SCHEDULE**

| | |
|---|---|
| Name of bidder……..... | Bid number: **ZNB 5468/2025-H** |
| Closing Time 11:00 | Closing Date**: 06/06/2025** |

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID

**DESCRIPTION: ZNB 5468/2025-H - SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LINEAR ACCELERATOR (RAD 62) FOR VARIOUS INSTITUTIONS: 3-YEAR CONTRACT (THIS BID MAY BE AWARDED AS A MULTI- AWARD)**

| | |
|---|---|
| **1) UNIT PRICE** IN RSA CURRENCY:<br>➢ (ALL APPLICABLE TAXES INCLUDED)<br>➢ (ANY STIPULATED COMPULSORY ACCESSORIES)<br>➢ (INCLUSIVE OF 24 MONTHS WARRANTY) | R_____<br>AMOUNT IN WORDS.....<br>…… |
| **2)** CARRIED OVER FROM **MAINTENANCE AGREEMENT:**<br>➢ (5 YEAR WARRANTY WHICH TAKES EFFECT POST 24 MONTHS WARANTY)<br>➢ (BIDDERS TO SUPPLY A BREAKDOWN OF THE FULLY COMPREHENSIVE MAINTENANCE SERVICE AGREEMENT. | R_____<br>AMOUNT IN WORDS.....<br>…… |
| **TOTAL BID PRICE (X1 UNITS)** IN RSA CURRENCY:<br>➢ *(TOTAL BID PRICE = UNIT PRICE + MAINTENANCE AGREEMENT PRICE i.e. TOTAL OF 1& 2.)*<br>➢ *(ALL APPLICABLE TAXES INCLUDED)* | R_____<br>AMOUNT IN WORDS.....<br>…… |

**N.B. STRUCTURAL ALTERATIONS APPLICABLE TO BID PROVISIONAL SUM**

i) In view of the variance of the structural alterations to be conducted on the various Health facilities, which have not yet been identified, the Department of Health has capped a target cost of an amount of R700 000 in respect of the alterations, installation and commissioning of Health Technology Equipment of the respective sites.

ii) The tender awarded to a Service Provider will be required to provide a quotation against the conditions of this provisional sum including a rational or elemental breakdown of all work details, time and costs to justify the total quotation cost for the identified health facilities. The Department of Health's Infrastructure Development Unit will then verify the reasonableness and fairness of the quotation offered.

| | |
|---|---|
| Required by: | KZN DEPARTMENT OF HEALTH |
| -At: | **HEALTH TECHNOLOGY SERVICES (HTS)** |
| Country of origin | …….. |
| Brand | …….. |
| Delivery period (on order) | …… |

**Failure to comply with the above shall invalidate the offer received**.

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

| | | | |
|---|---|---|---|
| …… | …….. | …… | …… |
| (Signature of Bidder) | Date | (Signature of Witness) | Date |

# ANNEXURE A

# THE NATIONAL TREASURY

## Republic of South Africa


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# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

## July 2010

**NOTES**

The purpose of this document is to:

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

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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**TABLE OF CLAUSES**

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

## 1. DEFINITIONS

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.

1.14. "GCC" means the General Conditions of Contract.

1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests, and analyses**

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

**14. Spare parts**

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

a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

b) in the event of termination of production of the spare parts:

i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

**21. Delays in the supplier's performance**

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

**25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. 27. Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.:

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred 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.

***General Conditions of Contract (revised July 2010)***