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## **INVITATION TO BID**

**SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND  
TRAINING OF A NEW FULLY DIGITAL GENERAL X-RAY UNIT  
WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL, CAPE  
TOWN**

**SPSC-B-003-2022**

**FOR  
DEPARTMENT OF DEFENCE  
SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE: 25 AUGUST 2022**

**CLOSING TIME: 11H00**

**VALIDITY: 120 WORKING DAYS**



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## **SECTION A:**

### **CONTACT INFORMATION**

#### **Technical Information and Administration Information:**

Contact: Warrant Officer Class One T.S. Tsogang  
Email Address: spsctechsection@gmail.com  
Office Tel No: (021) 787 5207  
Office Fax No: (021) 787 5171

Information regarding the completion of the Bid Documents:

Contact: Chief Petty Officer A. Adams or Ms Wendy Cooper  
Office Tel No: (021) 787 5135

#### **Address for depositing of bid documents**

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

### **BID SUBMISSIONS**

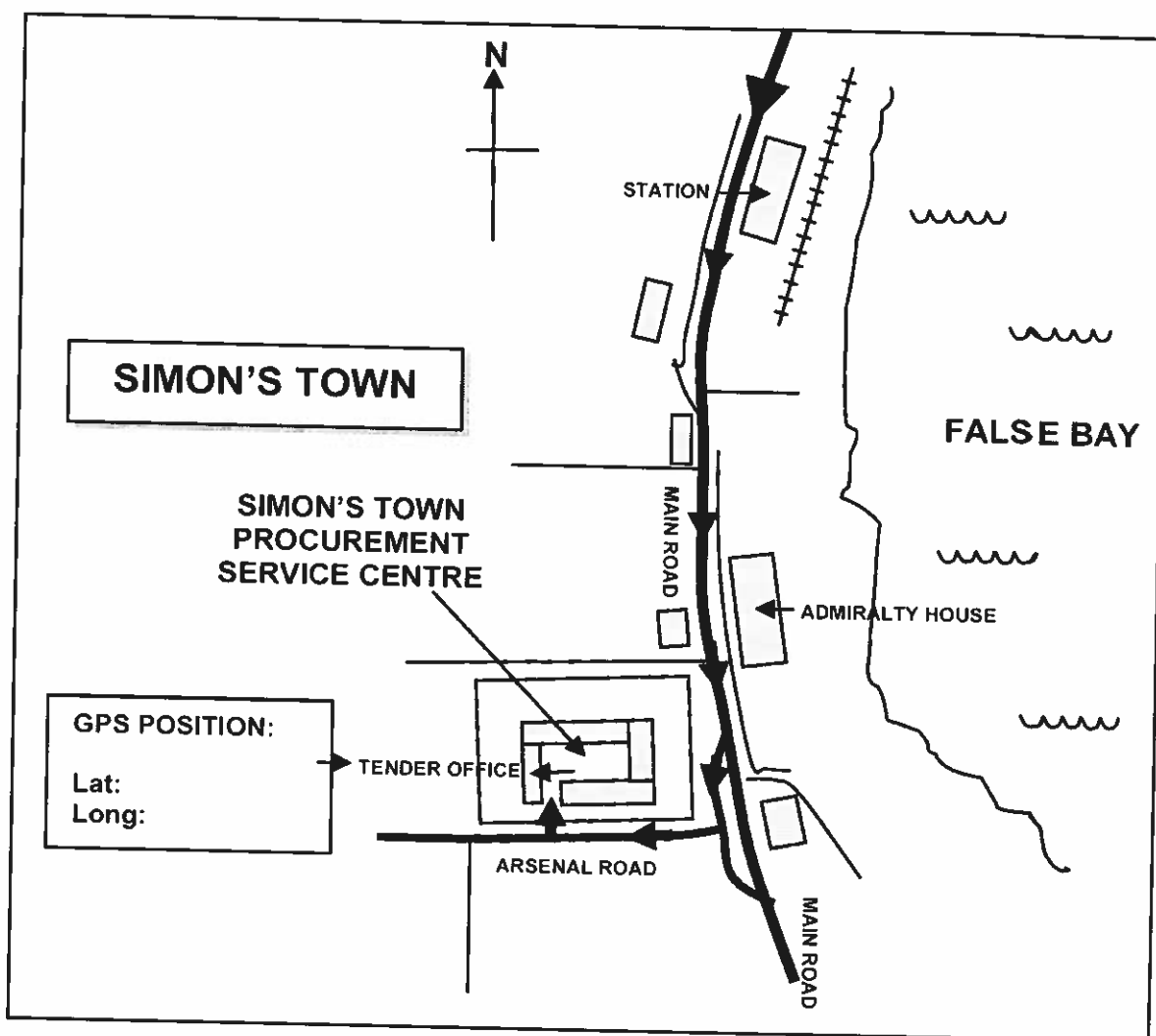
Closing period of bid: 21 working days  
Validity of Bid: 120 working days



**GPS CO-ORDINATES TO SPSC BID BOX:**

**S 34° 11. 530'**

**E 18° 25. 591'**





## **MANDATORY BID DOCUMENTATION**

1. The following standard documents and appendices must be fully completed in all aspects in clear legible manner, signed by the duly authorised representative of the bidder and attached in the following order by the closing date and time.

### **Section A:**

#### **MANDATORY EVALUATION CRITERIA (STAGE 1A)**

- Appendix A: Intenda Pricing Schedule and Price Breakdown
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- General Conditions of Contract
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**Section A:**

**MANDATORY AND  
ADMINISTRATIVE EVALUATION  
CRITERIA**



## BID EVALUATION PROCESS

### BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. Any questions that are not completed may render such bids to be disregarded during final calculations.
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (Yellow or green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
6. All information regarding the evaluation process must be treated as confidential.
7. The bid must be submitted in a Two (2) envelope systems as follows:
  - a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule **only**)
  - b. Envelope 2: SBD documents, Specification/ scope of work and all other required documents.
8. The bids will be evaluated according to the following criteria:
  - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1A and 1B)
  - b. Technical evaluation (Phase 1, Stage 2) scope of work
  - c. Price and B-BBEE Points (Phase 2)
9. This requirement will be evaluated using the 80/20 principle.
10. Functionality scoring team will evaluate proposals according to the Functionality Score Sheets. The composition of the team will be as follows:



## EVALUATION CRITERIA

### 1. **Phase 1:** Bidders will be evaluated as follows:

- a. **Stage 1A & 1B:** Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/ excluded and **will not proceed to Stage 2.**

S/No	Criteria
	<b>A</b>
	<b>Phase 1, Stage 1</b>
	<b>Phase 1, Stage 1A, Mandatory Criteria</b>
1.	<p><b><u>Intenda Pricing Schedule and Price Breakdown:</u></b> All fields on these documents must be fully completed. Attention must be given to page 1, Bidder's information, Lead time, Quantity available, Total Unit Cost, Total Cost and BBEE Level must be completed.</p> <p><b>Failure to submit this document as indicated above by the closing date and time will invalidate this offer. Appendix A</b></p>
2.	<p><b><u>SBD 4-Bidders Disclosure (NEW):</u></b> This document must be fully completed. The only information that is not required to be completed is the Directors personal tax numbers and proof thereof. Failure to submit the document as indicated by the closing date and time <b>will invalidate the bid.</b></p> <p><b>Appendix B</b></p>
3.	<p><b><u>SBD 6.1-Preference Points Claim Form:</u></b> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time <b>will forfeit your B-BBEE points.</b></p> <p><b>Appendix C</b></p>
4.	<p><b><u>Central Suppliers Database (CSD) Registration Report:</u></b> The CSD Registration Full Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:</p> <ul style="list-style-type: none"> <li>i. Tax Compliant status</li> <li>ii. Successfully verified bank details</li> <li>iii. The Suppliers must have a "Physical Address type"</li> <li>iv. The supplier must be registered for the commodity/service required in this bid.</li> </ul> <p><b>Failure to submit this CSD Registration Report will invalidate your offer.</b></p> <p><b>Appendix D</b></p>
5.	<p><b><u>Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit:</u></b> Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time <b>will results with points being forfeited.</b></p> <p><b>Appendix E</b></p>





S/No	Criteria
	<b>A</b>
6.	<b><u>Compulsory briefing session certificate:</u></b> Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate by the closing date and time <b>will invalidate the bid.</b> <b>Appendix F</b>
	<b>Phase 1, Stage 1B, Administration Evaluation Criteria</b>
7.	<b><u>SBD 1 / Invitation to Bid:</u></b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix G</b>
8.	<b><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u></b> The signed OHAS agreement amongst the DOD, bidder and sub-contractor/s (in the event of sub-contracting) should be returned with the bid documents. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix H</b>
9.	<b><u>Certificate of Compliance By Sub-Contractor/Supplier:</u></b> A certificate of compliance signed by the bidder and all sub - contractor/s to be submitted with the bid. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix I</b>
10.	<b><u>SPSC Group Questionnaire:</u></b> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix J</b>
11.	<b><u>SPSC Indemnity Agreement Form:</u></b> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix K</b>
16.	<b><u>Defence Intelligence Questionnaire (D.I.)</u></b> The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time <b>may invalidate this bid.</b>  <b>N.B. The short listed companies will be requested to submit thumb prints.</b> <b>Appendix L</b>



## TECHNICAL EVALUATION

2. **Phase 1, Stage 2:** Completion of Scope of Work (SOW)/Specification, Bidders that do not fully complete SOW/Specification will be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria
	<b>A</b>
	<b>Stage 2</b>
1.	<p>The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. A Technical Data Sheet must be submitted with Scope of Work/Specification,</p> <p><b>Failure to comply will invalidate the bid. Appendix M</b></p>

3. **Phase 2:** Only bidders who qualified on the whole phase 1 will be evaluated on phase 2 (Price and BBEE). The lowest acceptable bid receiving the highest points and forming the basis against which other reasonable offers are received and calculated as follows:

- Standard Approach:** The PQs/ bids received are compared with each other to establish the reasonableness of prices or tariffs.
- Market Comparisons:** The offered prices or tariffs are compared with market-related prices or tariffs that the suppliers charge their other clients, i.e. wholesale clients in the private sector.
- Price History:** The offered prices or tariffs are compared with the prices or tariffs paid or used in the past.
- Profit Analysis:** The profit before tax based on a full statement of applicable costs must be determined and its reasonableness determined. The various cost elements and their values must be supplied, preferable with PQ/bids, as a minimum requirement where reasonableness of the prices or tariffs must be determined on the basis of profit. The average net profit for the different industrial sectors lies between 10% and 15%.

<b>Phase 2</b>	<b>Price.</b> (Will be according to specific requirements)	<b>80/</b>
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4. **Phase 2:** Preferential points. (As per B-BBEE Act, 2003 (Act No. 53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Sworn Affidavit attested by a commissioner of Oath.



Phase 2	Preferential B-BBEE points	20/																														
	<p>Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status of Contributor</th><th>Number of Points (90/10 system)</th><th>Number of Points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>20</td></tr> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>8</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE.</p> <p><b>Calculation of the total points scored for price and B-BBEE status level of contribution</b>  The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.</p>	B-BBEE Status of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)	1	10	20	2	9	18	3	8	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant Contributor	0	0	
B-BBEE Status of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)																														
1	10	20																														
2	9	18																														
3	8	14																														
4	5	12																														
5	4	8																														
6	3	6																														
7	2	4																														
8	1	2																														
Non-compliant Contributor	0	0																														

Appendix M: Specification/ Statement of work

### **SECTION C**

General Conditions of Contract  
Special Conditions of contract



## INTENDA PRICING SCHEDULE AND PRICE BREAKDOWN

**Intenda Pricing Schedule and Price Breakdown:** All fields on these documents must be fully completed. Attention must be given to page 1, Bidder's information, Lead time, Quantity available, Total Unit Cost, Total Cost and BBBEE Level must be completed.

**Failure to submit these documents as indicated above by the closing date and time WILL invalidate this offer. Appendix A**



# Request for Bid : SPSC-B-003-2022

Author: A. Adams

Date: 07/25/2022 13:22:31

## PRICING SCHEDULE

Bid No.	SPSC-B-003-2022	Document Type	Request for Bid Open
Document No:	0000438045	Company Name	
Description:	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW FULLY DIGITAL GENERAL X-RAY UNIT WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL CAPE TOWN	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2022-08-25 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:	120 Working Days	Email:	

No.

1

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-003-2022	SUPPLY, DELIVERY, INSTALLATION DEMONSTRATION AND TRAINING OF A NEW FULLY DIGITAL GENERAL X-RAY UNIT WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL, CAPE TOWN	2 MILITARY HOSPITAL	Wynberg	Each	
Line Comment					
NB: (CRITICAL) ANY WORK REQUIRED FOR THE SUCCESSFUL INSTALLATION OF THE CEILING SUSPENDED X-RAY UNIT. TO THE CEILING OF THE X-RAY ROOM (ROOM HG 110 IN THE X-RAY DEPARTMENT 2 MILITARY HOSPITAL) SHALL FORM PART OF THIS TENDER. AT NO ADDITIONAL COST AFTER THE INITIAL TENDER ACCEPTANCE		Lead Time	Quantity Required	Quantity Available	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs			1		
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
Please provide your BBEE level from the possible list provided in the dropdown	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	LEVEL1
	LEVEL2
	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6
	LEVEL7
	LEVEL8
	NON-COMPLAINT

Attachment Description

Attachment File Name

All consumables shall be listed and price indication per item shall be indicated. Please indicate if the item is essential or optional to the 100% functionality of the system.

[illegible]





## **SBD 4: BIDDERS DISCLOSURE**

**SBD 4 – BIDDERS DISCLOSURE:** (This document replaces the original SBD 4, SBD8 and SBD 9) and must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. **Appendix B.**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

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

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

**SD4**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## **SBD 6.1: PREFERENCE POINTS CLAIM FORM**

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:      =      (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:



Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....
2. ....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## **CENTRAL SUPPLIER DATA BASE (CSD)** **REGISTRATION REPORT**

The CSD Registration Full Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:

- i. Tax Compliant status
- ii. Successfully verified bank details
- iii. The Suppliers must have a "Physical Address type"
- iv. The supplier must be registered for the commodity/service required in this bid.

Failure to submit this CSD Registration Report **will invalidate your offer**. Appendix D



## BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT

**Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit:** Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit v/s SBD 6.1 or failure to submit this document by closing date and time **will results with points being forfeited. Appendix E**



## **COMPLUSORY BRIEFING SESSION CERTIFICATE**

Failure to attend the briefing session and submit the completed and signed briefing session certificate by the closing date and **will invalidate the bid. Appendix F**

## **BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE**

**Briefing session date:** 11 August 2022

**Briefing session time:** 11:00 AM

**Venue:** Auditorium, first floor Main Hospital, 2 Military Hospital, Wynberg  
Military Base, corner of Waterloo Road and St Johns Road, Wynberg

**Bid No:** SPSC-B-003-2022

**Closing date and time of bid** 25 AUGUST 2022

**Validity period:** 120 Working Days

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

It is hereby confirmed that:

\_\_\_\_\_ (Representative)

Of \_\_\_\_\_ (Legal Name of company)

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

(\_\_\_\_\_)   
**SIGNATURE OF REPRESENTATIVE**

(\_\_\_\_\_)   
**CHIEF LOGISTICS: LIEUTENANT GENERAL      OFFICIAL DATE STAMP**

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

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



## **SBD 1: INVITATION TO BID**

This document must be fully completed. Failure to submit this document as indicated by the closing date and time **may** invalidate this bid.

### **Appendix G**

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	SPSC-003-2022	CLOSING DATE: 25 AUGUST 2022	CLOSING TIME: 11:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW FULLY DIGITAL GENERAL X-RAY UNIT WITH ALL ACCESSORIES FOR 2 MILITARY HOSPITAL IN THE WESTERN CAPE		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			

**Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)**

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON **CPO A. ADAMS / Ms Wendy Cooper**

TELEPHONE NUMBER **021 787 5135 / 021 787 5034**

FACSIMILE NUMBER **021 787 5171**

E-MAIL ADDRESS **spscbidinvitation@gmail.com**

### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON **WO1 T.TSOGANG**

TELEPHONE NUMBER **021 787 5207**

FACSIMILE NUMBER

E-MAIL ADDRESS **spsctechsection@gmail.com**

### SUPPLIER INFORMATION

LEGAL 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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



## **WRITTEN AGREEMENT WRT OCCUPATION HEALTH AND SAFETY AGREEMENT (OHASA)**

**Written Agreement wrt Occupational Health and Safety Agreement (OHASA):**  
The signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) should be returned with the bid documents. Failure to submit this document as indicated by the closing date and time **may invalidate this bid. Appendix H**



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

\_\_\_\_\_(Herein after referred to as the contractor)

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

**WORKMAN COMPENSATION NUMBER:** \_\_\_\_\_

1. I, (full names) \_\_\_\_\_ (Identity  
Number \_\_\_\_\_) being fully authorised to represent the Contractor,

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

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

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

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

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

\_\_\_\_\_ Signed By Contractors Authorised Representative

\_\_\_\_\_ Full Name of Contractors Authorised Representative

Witnesses    1. \_\_\_\_\_  
                  2. \_\_\_\_\_

Signed and entered into at \_\_\_\_\_ On \_\_\_\_\_ 2021



## CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR/SUPPLIER

**Certificate of Compliance by Sub-Contractor/Supplier:** A certificate of compliance signed by the bidder and all sub-contractor/s to be submitted with the bid. Failure to submit this document as indicated by the closing date and time **may invalidate this bid. Appendix I**

## CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

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

**CONTRACTORS NAME:** \_\_\_\_\_

**SUB-CONTRACTORS NAME:** \_\_\_\_\_  
(Delete whichever is not applicable)

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

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

Section(s) \_\_\_\_\_

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

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

Sub-Contractor's Contact Person: \_\_\_\_\_

Address of Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_  
Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF SUB-CONTRACTOR

### WITNESSES:

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



## SPSC GROUP QUESTIONNAIRE

**SPSC Group Questionnaire:** To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time **may invalidate this bid.** Appendix J

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE OF BID**  
**CLOSING TIME OF BID**

**25 AUGUST 2022**  
**11H00**

**BID NUMBER: SPSC-B-003-2022**  
**VALIDITY: 120 WORKING DAYS**

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**GROUP QUESTIONNAIRE**

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Circle applicable response and delete not applicable response.

Delivery to: 2 Military Hospital, Wynberg Military Base

This requirement will be evaluated in terms of the 80/20 principle

**Scope of Work (SOW)/Specification.** The bidders compliance must be indicated with the word comply / do not comply, agree / do not agree, yes or no, or any other form of acceptance or non-acceptance on the user requirement specification, each paragraph and sub-paragraph must be acknowledged.

**FAILURE TO RETURN THE FULLY COMPLETED SCOPE OF WORK (SOW)/SPECIFICATION WILL INVALIDATE YOUR OFFER**

Is your offer strictly to specification YES / NO

If not to specification, please state deviations on the specification document

**MODEL/BRAND** of item to be supplied .....

A **TECHNICAL DATA SHEET** to be submitted.

Have you submitted the **TECHNICAL DATA SHEET** YES / NO

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

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

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

Do you confirm compliance to the General Bid Conditions YES / NO

Do you confirm compliance to the General Conditions of Contract? YES / NO

Do you confirm that you may sign a SBD 7.1 on award, should you be the successful bidder YES / NO

**General Information**

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions for reference purposes: YES / NO

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



**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

<b>CLOSING DATE OF BID</b>	25 AUGUST 2022	<b>BID NUMBER:</b> SPSC-B-003-2022
<b>CLOSING TIME OF BID</b>	11H00	<b>VALIDITY:</b> 120 WORKING DAYS

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Page 2

**ADMINISTRATION**

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

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

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

**WITNESS 1:** ..... **DATE:** .....

**WITNESS 2:** ..... **DATE:** .....

**BIDDER NAME:** .....

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

**Capacity under which this bid is signed** .....



## **SPSC INDEMNITY AGREEMENT FORM**

To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time **may invalidate this bid. Appendix K**



Department of Defence  
Chief of Logistics  
Simon's Town Procurement Service  
Centre  
PO Box 685  
Simon's Town  
7995

**RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:** \_\_\_\_\_

**IN RESPECT OF SPSC / B / 003 /2022**

**INDEMNITY**

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

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

**DAMAGE COMPENSATION**

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

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

**WAIVER**

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

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: \_\_\_\_\_  
\_\_\_\_\_

IN RESPECT OF SPSC / B /003 /2022

### ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Full Name and Signature of Bidder's Duly Authorised Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name and Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name and Signature of Witness

\_\_\_\_\_  
Date



## **DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)**

The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time **may** invalidate this bid.

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

**Appendix L**

# DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/O 1/2014

## QUESTIONNAIRE:

## MAIN CONTRACTOR

Company Name: .....

Company Registration Number: .....

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

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

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

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

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Company Physical Address: .....

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Company Postal Address:

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Company Core Business:

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**SECTION B**

**SUB CONTRACTORS DETAILS**

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

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

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**Sub Contractors Company Physical Address:**

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**Sub Contractors Company Postal Address:**

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**Sub Contractors Company Core Business:**

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## **SECTION C**

### **MAIN CONTRACTOR**

1. When did the company begin with its operations?

Answer: .....

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

Answer: .....

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

Answer: .....

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

Answer: .....

.....  
.....

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

Answer: .....

.....  
.....

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

Answer: .....

.....  
.....

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: .....

.....

.....

.....

.....

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

Answer: .....

.....

.....

.....

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

Answer: .....

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.....

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

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

**Compiled by:**

**Name:** .....

**Identification Number:** .....

**Position in Company:** .....

**Signature:** .....

**Date:** .....

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

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



# **SECTION B**



## **SCOPE OF WORK/SPECIFICATION**

**IMPORTANT:**

**MANDATORY**  
**THE SUPPLIER MUST COMPLETE THIS DOCUMENT.**

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		<b>FULLY DIGITAL GENERAL X-RAY UNIT</b>	
		<b>Supply, Delivery, Installation, Demonstration and Training of a new Fully Digital General X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town</b>	
		<b>SPECIFICATIONS</b>	
		Fully Digital General X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town with the following specification:	
		<b>APPLICATION: Fully Digital General X-Ray Unit with all Accessories and Ancillary equipment for all general radiography.</b>	
		<b>1. SPECIFICATIONS</b>	
		<b>FULLY DIGITAL GENERAL X-RAY UNIT WITH ALL ACCESSORIES</b>	
		<b>2. CEILING MOUNTED TUBE SUPPORT</b>	
		2.1 The Ceiling mounted tube support shall provide support to an X-ray tube and a motorized collimator.	
		2.2 The tube housing shall have a multi- functional display with colour touchscreen on it.	
		2.3 The tube housing colour touchscreen shall display the workplace e.g. Bucky wall stand, table or free exposure.	
		2.4 The tube housing colour touchscreen shall display the SID (source-image distance)	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		measurement.	
		2.5 The tube housing colour touchscreen shall display the tube rotation angle.	
		2.6 The tube housing colour touchscreen shall display the modification of kV, mAs and ms.	
		2.7 The tube housing colour touchscreen shall display the film density correction and focal spot selection	
		2.8 The tube housing colour touchscreen shall display the modification of the cassette and detector sensitivity/dose.	
		2.9 The tube housing colour touchscreen shall display the selection of automatic exposure control (AEC) chambers.	
		2.10 The ceiling-mounted tube support shall have three (3) axes of movement for longitudinal, transverse, and height adjustments (x, y, and z axes).	
		2.11 Horizontal travel range of the x-ray tube in the longitudinal direction shall be approximately 350 cm.	
		2.12 Horizontal travel range of the x-ray tube in the transvers direction shall be at least 180cm	
		2.13 Vertical travel range of the x-ray tube shall be at least 150cm.	
		2.14 In combination with a Bucky wall stand the tube support shall offer vertical tracking in height direction of up to approximately 0.11 m/s.	
		2.15 The tube head shall have the ability to be manually adjusted in two (2) additional axes for oblique exposures.	

ITEM	QTY	DESCRIPTION	COMPL  DO NOT COMPL 
		2.16 The rotation around the vertical axis of the ceiling-mounted tube support shall be from approximately -150° to +180° with detents every 90 degrees.	
		2.17 Rotation of - 120° to + 120° around the horizontal axis of the tube head shall be possible with detents at 0° and 90° degrees.	
		<b>3. X-RAY TUBE</b>	
		3.1 The rotating anode of the x-ray tube shall have a single focal track with dual-focus and the compound anode construction shall be rhenium-tungsten, molybdenum and graphite	
		3.2 The x-ray tube should have high heat storage capacity and high thermal load capacity for small focal spots. The heat storage capacity of the anode shall not be less than 600 000 HU according to IEC 60613	
		3.3 The tube protective housing shall contain an integrated overpressure safety device.	
		3.4 The Maximum exposure voltage of the X-ray tube shall not be less than 150kV according to IEC 60613.	
		3.5 5 Nominal radiographic anode input power shall be according to IEC 60613 (focal spot nominal values according to IEC 60336) shall be approximately 33 kW for the small focal spot (0.6mm) and approximately 100kW for the large focal spot (1mm to 1.2mm).	
		3.6 The anode rotating speed shall be at least or better than 9,000 rpm.	
		3.7 The Anode angle shall be approximately 12° to 13°	
		3.8 Overall filtration of X-ray tube (X-ray tube with protective housing) shall be a minimum of	



ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		2.5 mm Al equivalent, according to IEC 60601-1-3	
		3.9 The maximum heat storage capacity of the tube housing shall be approximately 2,500,000 HU.	
		3.10 The Anode heat dissipation rate shall not be less than 150,000 HU/min.	
		3.11 The focal spot nominal value for small focus shall be 0.6mm and for the large focus 1.2 mm.	
		<b>4. COLLIMATER</b>	
		4.1 The collimator shall have a full-field light localizer, based on efficient high-power LED technology. The design shall not require an external cooling system and its lifetime expectancy shall be approximately 100,000 hours.	
		4.2 The collimator shall incorporate a Laser line light localizer for precise alignment to the X-ray centre beam, even in challenging positioning situations.	
		4.3 The collimation control shall be possible manually as well as motorized via incorporated pre-set organ programs.	
		4.4 The collimator shall have a memory button to retrieve the collimation of the acquisition format that was set last.	
		4.5 The Collimator shall be able to rotate manually by approximately - 45° to + 45° around the centre beam axis, e.g., to minimize the collimation field for objects which are not aligned to the longitudinal or transverse axis of the tube.	
		4.6 The collimator shall have an integrated tape	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		measure to check the focus-to-object distance.	
		4.7 For dose saving through the reduction of low energy (soft) radiation the collimator shall have copper filters inserted into the primary beam projection, depending on the organ program selected. The manual selection of these filters shall also be possible.	
		4.8 The Collimator shall have an inherent filtration of at least 1mm Al equivalent at 70kV	
		4.9 A dose area product (DAP) measuring chamber shall be integrated into the collimator. Measurement of a dose area product accuracy of two digits after the decimal shall be possible.	
		<b>5. PATIENT TABLE</b>	
		5.1 The Bucky table shall have a compact design for x-ray exposures of the entire body with a detector tray.	
		5.2 The tabletop dimensions shall not be less than 240cm x 75 cm.	
		5.3 A tabletop height shall be possible from approximately 50cm above the floor to approximately 100cm.	
		5.4 The tabletop shall be able to travel approximately 40 cm longitudinally.	
		5.5 The tabletop shall be able to travel approximately 24 cm transversely.	
		5.6 The table top shall be able to safely carry a patient weight of up to 300kg max.	
		5.7 The detector in the table detector tray shall have a cover range of approximately 100cm.	
		5.8 The detector in the detector tray shall provide a maximum patient coverage of not	

ITEM	QTY	DESCRIPTION	COMPLY DO NOT COMPLY
		less than 180cm without the need to reposition the patient.	
		5.9 The tabletop detector distance shall not be more than 55 mm for minimum magnification.	
		5.10 The highly selective transparent grid for scattered radiation reduction of the detector tray shall have a grid ratio of 13:1, 92 lines/cm.	
		5.11 The grid shall be focused for a source-image distance (SID) of 115 cm.	
		5.12 For paediatric radiography the grid shall be able to be removed from the beam projection.	
		5.13 The x-ray tube shall be able to follow table height adjustments via automatic tracking to maintain source-image distance (SID).	
		<b>6. ERECT BUCKY WALL STAND</b>	
		6.1 It shall be a floor-mounted bucky wall stand with a height-adjustable detector tray that is able to tilt as well as a 43cm square digital radiography detector for Digital x-ray acquisitions.	
		6.2 Vertical height adjustment and detector tilt of the detector unit shall be possible from both sides.	
		6.3 The travel range of the detector unit shall be from approximately 30cm to 180cm via manual adjustment.	
		6.4 The erect Bucky shall have a highly selective replaceable transparent grid for scattered radiation reduction of the detector tray shall have a grid ratio of 13:1, 92 lines/cm.	
		6.5 The detector tray shall allow for one-handed operation.	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		6.6 Automatic vertical tube tracking between the detector unit and the x-ray tube shall be possible.	
		6.7 The front plate to detector distance shall not be more than 45mm for minimum magnification.	
		6.8 The radiation absorption of the front plate shall not be more than 0.45mm AL equivalent.	
		<b>7 X-RAY GENERATOR</b>	
		7.1 The generator performance shall be 65 kW at 100 kV according to IEC 60601 and shall have an incorporated multi-processor system for organ selection programs.	
		7.2 Tube voltage output shall be possible between 40kV – 150kV	
		7.3 Tube current output shall be possible between 1mA – 1000mA	
		7.4 Generator output of 1000mA at 63kV shall be possible.	
		7.5 Generator output of 650mA at 100kV shall be possible.	
		7.6 Generator output of 430mA at 150kV shall be possible.	
		7.7 The selection of the mAs product shall be possible between 0.5 mAs – 800 mAs.	
		7.8 Exposure times between 0.001seconds and 5 seconds shall be possible.	
		7.9 Free selection of radiographic parameters shall be possible.	
		7.10 The generator shall have an integrated	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		automatic exposure control feature.	
		7.11 The generator shall have a compatible tube load computer with acoustic alarm and an interval display.	
		7.12 Free selection of the radiographic parameters shall be possible.	
		<b>8. STATIC DETECTOR FOR ERECT BUCKEY</b>	
		8.1 The static detector for the erect Bucky shall be a fixed flat type detector for digital image acquisition.	
		8.2 The scintillator elements shall be of a caesium iodide type and shall be coupled to the thin film transistor (TFT) array of the active matrix with amorphous silicon technology.	
		8.3 The dimensions of the active area of the detector shall be approximately 42.5cm x 42.5 cm.	
		8.4 The active detector matrix shall be at least 2860 x 2874	
		8.5 Pixel size shall be approximately 148 $\mu$ m	
		8.6. The digitization depth (gray scales) shall not be less than 16 bits	
		8.7 The Detector quantum efficiency (DQE) at 0.05 LP/mm (Line Pairs/millimetres) shall be approximately 67%	
		8.8 The Modulation depth at 1 LP/mm (Line Pairs/millimetres) shall have a Modulation Transfer Function percentage (MTF %) of approximately 62%.	
		8.9 The data transmission for the full image shall be less than 6 seconds.	

ITEM	QTY	DESCRIPTION	COMPLY DO NOT COMPLY
		<b>9. WIRELESS DETECTOR FOR TABLE BUCKEY</b>	
		9.1 The scintillator elements shall be of a caesium iodide type and shall be coupled to the thin film transistor (TFT) array of the active matrix with amorphous silicon technology	
		9.2 The dimensions of the active area of the detector shall be at least 34.4cm x 42.4 cm.	
		9.3 The detector shall be able to be inserted in the table Bucky detector tray in landscape and portrait format.	
		9.4 The dimensions of the detector housing shall be 44cm x 46.1cm x 1.9cm.	
		9.5 The digitization depth (gray scales) shall be 16 bits.	
		9.6 Pixel size shall be approximately 148 $\mu\text{m}$ .	
		9.7 The Detector quantum efficiency (DQE) at 0.05 LP/mm (Line Pairs/millimetres) shall be 70%.	
		9.8 The Detector quantum efficiency (DQE) at 1 LP/mm (Line Pairs/millimetres) shall be 51%.	
		9.9 The Detector quantum efficiency (DQE) at 2 LP/mm (Line Pairs/millimetres) shall be approximately 42%.	
		9.10 The Detector quantum efficiency (DQE) at 3 LP/mm (Line Pairs/millimetres) shall be approximately 29%.	
		9.11 The Detector quantum efficiency (DQE) at Nyquist shall be approximately 19%.	
		9.12 The Modulation depth at 1 LP/mm (Line Pairs/millimetres) shall have a Modulation	

ITEM	QTY	DESCRIPTION	COMPLY / DO NOT COMPLY
		Transfer Function percentage (MTF%) of approximately 63%.	
		9.13 The Modulation depth at 2 LP/mm (Line Pairs/millimetres) shall have a Modulation Transfer Function percentage (MTF%) of approximately 35%.	
		9.14 The Modulation depth at 3 LP/mm (Line Pairs/millimetres) shall have a Modulation Transfer Function percentage (MTF%) of approximately 19%.	
		9.15 The Modulation depth at Nyquist shall have a Modulation Transfer Function percentage (MTF%) of approximately 12%.	
		9.16 The weight of the detector and its housing shall not be more than 3.5kg	
		9.17 The detector shall have a maximum load capacity of 150kg with the patient recumbent	
		9.18 The detector shall have a maximum load capacity of 100kg with the patient standing.	
		9.19 Detector shall use a Lithium-ion rechargeable battery that is exchangeable as well.	
		9.20 The charging time of the Lithium-ion rechargeable battery shall not be more 3 hours.	
		9.21 The battery operation time shall be more than 5.5 hours during regular utilization (up to 950 images).	
		<b>9.22 The battery shall be able to charge while in the table Bucky tray.</b>	
		9.23 Data transmission via wireless local area network (WLAN) shall be less than 2 seconds for the preview image and less than 5 seconds for the full image.	

ITEM	QTY	DESCRIPTION	COMPL <input type="checkbox"/> / DO NOT COMPL <input type="checkbox"/>
		9.24 The wireless local area network (WLAN) standard shall be IEEE 802.11n and shall have incorporated two antennas at the transmitting end and 2 antennas at the receiving end (2 x 2 MIMO)	
		9.25 The detector shall not affect pacemakers that fulfil DIN EN 45502-2-1, Section 27.	
		<b>10. ANTI-SCATTER GRID FOR TABLE</b>	
		10.1 The grid shall be constructed from lead strips with aluminium interspacing.	
		10.2 The grid ratio shall be approximately 13:1	
		10.3 The grid shall have 92 lead strips /cm	
		10.4 The grid shall be focused for a Source to Image Distance of 115cm.	
		<b>11. ANTI-SCATTER GRID FOR BUCKY WALL STAND</b>	
		11.1 The grid shall be constructed from lead strips with aluminium interspacing.	
		11.2 The grid ratio shall be approximately 13:1	
		11.3 The grid shall have 92 lead strips /cm	
		11.4 The grid shall be focused for a Source to Image Distance of 115cm and 180cm	
		<b>12. CLIP-ON ANTI-SCATTER GRID FOR WIRELESS DETECTOR</b>	
		12.1 The grid shall be constructed from lead strips with aluminium interspacing.	
		12.2 The grid ratio shall be approximately 5:1	
		12.3 The grid shall have not less than 85 lead	



ITEM	QTY	DESCRIPTION	COMPLY / DO NOT COMPLY
		strips /cm	
		12.4 The grid shall be focused for a Source to Image Distance of 115cm.	
		<b>13. ORTHOPAEDIC PACKAGE</b>	
		13.1 The system should have an Orthopaedic package to enable it to do Long leg views and Scoliosis views.	
		<b>14. IMAGING SYSTEM</b>	
		14.1 Shall be Windows 7 (64 bit) based or Windows 10 Professional edition.	
		14.2 RAM storage capacity shall not be less 8GB	
		14.2 Storage of original data shall be at least 14bit.	
		14.3 Storage of image data shall be at least 12bit.	
		14.4 Imaging system shall have a storage capacity of not less than 500 GB	
		14.5 Shall have QWERTY keyboard and Optical mouse.	
		14.6 Not less than a 19inch (diagonally measured) colour flat screen display shall act as the diagnostic and control display.	
		14.7 Display screen area shall be approximately 37.5cm x 30 cm	
		14.8 Pixel number of the display shall not be less than 1280 x 1024.	
		14.9 The system shall have a CD/DVD recorder.	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		14.10 The system shall incorporate a wired remote control unit in the control room from where radiographic exposures shall be made possible from.	
		<b>15. IMAGING SYSTEM FUNCTIONS</b>	
		15.1 Patient and study administration shall include the retrieval of the patient list and examination data from the hospital/radiology information system (HIS/RIS).	
		15.2 The system shall allow for manual (emergency) patient registration.	
		15.3 Patient, x-ray study and image data administration shall be possible on a configurable patient registration page.	
		15.4 The system shall allow for password input for controlled access.	
		15.5 The system shall allow for a 1000 organ programs to be stored, customized and arranged in exam sets using an advanced organ program and exam set editor.	
		15.6 Exam sets shall consist of one or more organ programs. The system shall be able to automatically select the next organ program in the chosen exam set as each exam step is completed.	
		15.7 The organ programs shall have the following adjustable x-ray parameters; acquisition mode, exposure technique, tube voltage, dose, focus and tube load	
		15.8 The organ programs shall have the following adjustable image processing parameters; window values, positive/negative image display, rotation, mirror, cropping and software enhancement of the image.	

ITEM	QTY	DESCRIPTION	COMPLY DO NOT COMPLY
		15.9 Image acquisition and pre-processing shall allow for the selection of generator parameters, the setting of parameters for image pre-processing (e.g. amplification, harmonization, edge enhancement and Look-up tables (LUT))	
		15.10 The image display shall include "fit to window view" of the full image.	
		15.11 The system shall include the following processing functions, rotation of image, vertical and horizontal reversal, panning, zoom, windowing for contrast/brightness, black/white image inversion, edge enhancement and noise reduction.	
		15.12 The system shall include a software enhancement application that through multi-spatial filtering, shall be able to optimize image displays, specifically for different organ regions.	
		15.13 The system shall allow for angle and distance measurements of an image.	
		15.14 The system shall allow for the following text functions, marking of image, annotations, R/L marking and the placing of image comments.	
		<b>16. WORKFLOW AND DATA TRANSFER</b>	
		16.1 Prior to exposure the control system shall allow for the patient data to be transferred to it via the patient management system (HIS/RIS) or entered via the control console.	
		16.2 The system shall have a software application that provides statistics of rejected images.	
		16.3 The system shall allow for Exposure Index (EXI) monitoring (minimum and maximum EXI	

ITEM	QTY	DESCRIPTION	COMPL <input checked="" type="checkbox"/> / DO NOT COMPL <input checked="" type="checkbox"/>
		value shall be available for export) as well as monitoring of the Deviation Index (DI).	
		16.4 The system shall have a security package that shall allow for, access to the system to be protected by password as well as user management and audit trail functions.	
		16.5 The system DICOM interface shall have DICOM send for the transmission of images to a DICOM network for viewing and archiving.	
		16.6 The DICOM Send function shall enable fully automatic transfer of all generated image data to a DICOM archive or a DICOM workstation. The user shall be capable to perform examinations without interruption while the system fully and automatically transfers images to the archive. This image data transfer shall take place entirely in the background and shall not affect exposures performed at the same time by the user.	
		16.7 The system DICOM interface shall have DICOM Store to transfer DICOM images and other related digital data to PACS/RIS patient management system.	
		16.8 The system DICOM interface shall have DICOM Storage Commitment (StC) for feedback and confirmation from the image archive.	
		16.9 The system DICOM interface shall have DICOM Print for the printing of images to a DICOM laser camera via virtual film sheet. The user shall be able to configure a specific layout for the virtual film sheet, which shall be capable of being displayed and edited on the monitor at any time. The layout shall be capable of being optimized on the monitor prior to printing.	
		16.10 The system DICOM interface shall have DICOM Query/Retrieve for the retrieval of	

ITEM	QTY	DESCRIPTION	COMPLY / DO NOT COMPLY
		images from a picture archival system (PACS).	
		16.11 The system DICOM interface shall have DICOM MWL (Modality Worklist) for the import of patient/examination data from an external RIS patient management system.	
		16.12 The system DICOM interface shall have DICOM MPPS (Modality Performed Procedure Step) for the sending of dose data, patient data, and examination data to an external RIS patient management system.	
		16.13 The system DICOM interface shall have DICOM Dose Structured Report for the sending of dose values for each study to an archiving system.	
		16.14 The system shall be able to export image data (12 bit) to its own CD/DVD recorder in DICOM format with integrated DICOM reader recorded on the disk as well.	
		16.15 Imaging functions such as DICOM Send/Print, CD-R or DVD-R/DVD+R burning shall be performed in background mode.	
		16.16 The system shall be able to export images to a USB device (Flash Drive) in DICOM or TIFF format.	
		<b>17. UNINTERRUPTED POWER SUPPLY (UPS) FOR OPERATOR WORKSTATION</b>	
		17.1 An UPS shall be incorporated to ensure emergency power to the imaging system until line voltage shall be restored in case of power failures. When a power failure last more than 90 seconds the imaging system shall shut down automatically	
		17.2 The nominal power rating of the UPS shall not be less than 2kVA.	

ITEM	QTY	DESCRIPTION	COMPLY / DO NOT COMPLY
		<b><u>18. ACCESSORIES</u></b>	
		18.1 The patient table shall have lateral patient handles which the patient can hold on to for a feeling of security.	
		18.2 Three Lithium-ion rechargeable batteries for the Wireless detector, complete with a battery charger.	
		18.3 A Patient positioning mattress.	
		18.4 A Lateral detector holder for the wireless detector.	
		18.5 A clip on Grid for the wireless detector	
		18.6 A Weight bearing panel protector for the wireless detector. It shall be able to protect the detector from a standing patient with a mass of 200kg.	
		18.7 A holder to hold the baby either in a secured or immobilized erect position in front of the X-ray detector during the examination.	
		18.8 A set of positioning foam sponges	
		18.9 A dedicated air conditioning unit shall be supplied and installed in the relevant x-ray room. (18 000 BTU's or better)	
		18.10 Orthopaedic stand for scoliosis and long leg ortho stitching	
		18.11 Orthopaedic ruler and holder	
		<b><u>19. DOD ICT COMPLIANCE</u></b>	
		19.1 NB (Critical) All user accounts and passwords shall be surrendered to the PACS administrator. This shall include all vendor/technician administrator accounts.	

ITEM	QTY	DESCRIPTION	COMPL <input type="checkbox"/> / DO NOT COMPL <input type="checkbox"/>
		19.2 All computers shall be added to the DOD's Domain (AD Active directory) and therefore shall conform to the DOD Group Policies as stipulated below.	
		19.3 All computers shall have a login screen when added to the domain	
		19.4 On all computers the local ADMINISTRATOR account shall be rename and password changed.	
		19.5 The local GUEST account shall be renamed, disabled and password changed	
		<b>19.6 The software shall be installed and operable on user accounts and not only be accessible on the administrator account.</b>	
		19.7 All computers shall have McAfee Antivirus on it, but exclusions can be added for certain software and their data files	
		19.8 The DOD Domain do have WSUS (Windows Server Update Services) and Microsoft updates does get pushed to workstations. It can be set to reboot when required or timeously.	
		19.9 All computer workstation names shall be changed to DOD standards.	
		19.10 The DOD Administrative tools (IE Zenworks), shall not clash with Vender Software. (Zenworks does not just monitor but is also used to push updates and install new software)	
		19.11 The vendor technician shall not be the only Administrator on the computer. Domain Admins and local Admins shall have full access and control of the computer.	
		19.12 No remote monitoring via the internet	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		(VPN's included) shall be allowed by vendor technicians of equipment.	
		<b><u>INSTALLATION</u></b>	
		<b><u>COST OF OWNERSHIP/RISK, SERVICE AND MAINTANANCE</u></b>	
		20. No part of the X-Ray system shall be second hand or refurbished and no work in progress shall be offered.	
		21. The system shall be of the latest model available and shall be compatible with the current RIS/PACS system used at 2 Military Hospital – date of initial manufacture of the model range shall be provided upon tendering.	
		22. Confirmation of faults reporting of less than 1hour is required. Additionally call out time of 24 Hours or less is required (after the mentioned confirmation of fault reporting) for technicians to be on site at 2 Military Hospital.	
		<b>23. NB. Remote software support shall not be required via VPN (or any internet access) using a modem for the equipment to function optimally. However telephonic support during normal office hours shall be available.</b>	
		24. The up-time of the unit shall be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on quarterly basis. The percentage lower than 98% shall be added to the warranty period.	
		25. Spare parts shall be guaranteed available for the specified life of the equipment, with a minimum period of seven years.	



ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		26. Spare parts kits shall include all spare parts that shall be included and stored on-site.	
		27. It shall be guaranteed that no additional equipments, parts or software, excluding consumables, shall be required to operate the equipment specified in this tender.	
		28. Bidders shall apply a 24 months factory Warranty. A letter from manufacture shall be included as <b>PROOF</b> with tender submission.	
		<b><u>TRAINING</u></b>	
		29. On-site training on all new equipment shall be included in the <i>pricing schedule</i> for 10 members over a period of 2 weeks as arranged with End – User.	
		30. On-site training shall be undertaken to ensure the correct application of the Unit. Minimum of 2 weeks shall be required. A competency certificate shall be provided.	
		31. After equipment installation, an application specialist must demonstrate and train all staff on all aspects of the equipment.	
		32. Follow-up training, with the application specialist, after a specific usage period shall be provided at no additional cost. Adequate notification of scheduled dates of this training shall be provided to ensure all pertinent staff shall be able to attend.	
		33. Further training shall be available on request.	
		<b><u>GENERAL</u></b>	
		34. Technical Data Sheet of the equipment shall be submitted with tender documents.	

ITEM	QTY	DESCRIPTION	COMPLY/ DO NOT COMPLY
		35. Electronic and Hard copy manuals for the following:	
		a. complete operators/User manuals	
		b. DICOM conformance statements	
		c. HIS and RIS/ PACS conformance statement	
		<b>nb: all the points in this document indicated that the x-ray unit on offer comply with, shall be supported with the relevant technical documentation from the manufacture of the unit.</b>	
		<b>NB: all consumables shall be listed and price indication per item shall be indicated. Please indicate if the item is essential or optional to the 100% functionality of the system</b>	
		<b>NB: technical back-up shall be provided every person trained with a competency training certificate or any other form of proof</b>	
		<b>N.B: the system shall be software upgradable without any major additional hardware being added</b>	
		<b>NB: (exclusion factor) all technical specifications of the equipment shall be provided on official manufacture documentation to substantiate compliance</b>	

**Scope of Work (SOW): Supply, Delivery, Installation, Demonstration and training of new fully digital X ray unit with all necessary accessories for 2 Military Hospital**

Name and Designation: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# SECTION C

**General Condition of Contract  
General Bid Conditions**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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



obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



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

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

Js General Conditions of Contract (revised July 2010)



## **GENERAL BID CONDITIONS** **(GBCs)**

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## GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:
  - a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
  - b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
  - c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
  - d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
  - e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
  - f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
  - g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
  - h. **GBC.** Means the General Bid Conditions.
  - i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.
2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.
3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Defence Materiel Division), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.
4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.
5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:



- a. Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
- b. Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
- c. Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
- d. Address.** A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.
- e. Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in any ink of your choice, but be visible.
- f. Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
- g. Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
- h. Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
- i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
  - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
  - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.
  - iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
- i. Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
- j. Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.



6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.
7. **Samples**
- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
  - b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.
8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.
9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.
10. **Bid Prices and Delivery Periods**
- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
  - b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
  - c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.
11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.
12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.
13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:



- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
- b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
- c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
- d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
14. **Open Bids or Unnumbered Envelopes.** 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. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.
15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
- c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
- d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and



comparison of bids done on the basis of points earned through the preferential point system.

- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
  - f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
  - g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
  - h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
  - i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.
18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:
- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
  - b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
    - i. Bidders offering firm bid prices as well as firm delivery periods.
    - ii. Supplies provided and services rendered from resources available within the Republic.
    - iii. Supplies and services from points nearest to the centres at which delivery is required.
    - iv. All things still being equal, the award shall be decided by the drawing of lots.
  - c. The Department is not obliged to accept the lowest or any bid.





- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- 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 as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
  - i. Name.
  - ii. The price and delivery basis.
  - iii. The brand name of the product or the name of the manufacturer, if applicable.
  - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.